

Filed - Aug 27, 1989

State of Arizona

DEPARTMENT OF REAL ESTATE

FINAL
SUBDIVISION PUBLIC REPORT
on

THE WELLS

REFERENCE NO. 26,360



THE WELLS
AT RED MOUNTAIN

5735 E. McDOWELL
MESA, ARIZONA 85205
(602) 981-8306
IN PHOENIX 257-9294

State of Arizona
DEPARTMENT OF REAL ESTATE

FINAL
SUBDIVISION PUBLIC REPORT
on

"THE WELLS" (PARCEL 1)
"THE WELLS" - AMENDED (PARCEL 2)
Marketing Name - THE WELLS AT RED MOUNTAIN

REFERENCE NO. 26,360

THE COMMISSIONER
OF THE ARIZONA DEPARTMENT OF REAL ESTATE
REQUIRES THAT:

1. The purchaser or lessee BE GIVEN this Subdivision report;
2. YOU SIGN A RECEIPT indicating that you received this report;

AND 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. Any sale or lease of subdivided land prior to issuance of this report shall be voidable. Action to void 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 Contracts or Agreements for the purchase of an unimproved lot (without a building) may be rescinded by the purchaser without cause by sending written notice by midnight of the seventh calendar day following the signing.
3. If you have signed a Purchase Agreement prior to inspecting the lot, you have six months to inspect and upon inspection may rescind the Purchase Agreement.

STATE OF ARIZONA
DEPARTMENT OF REAL ESTATE

FEDERAL LAW STATES:

1. IF YOU RECEIVED THE PUBLIC REPORT PRIOR TO SIGNING A CONTRACT OR AGREEMENT, YOU MAY CANCEL YOUR CONTRACT AGREEMENT BY GIVING NOTICE TO THE SELLER ANY TIME BEFORE MIDNIGHT OF THE SEVENTH DAY FOLLOWING THE SIGNING OF THIS CONTRACT OR AGREEMENT.
2. IF YOU HAVE SIGNED A PURCHASE AGREEMENT PRIOR TO INSPECTING THE LOT, YOU HAVE SIX MONTHS TO INSPECT AND UPON INSPECTION MAY RESCIND THE PURCHASE AGREEMENT.
3. IF YOU DID NOT RECEIVE THIS PUBLIC REPORT BEFORE YOU SIGNED A CONTRACT OR AGREEMENT, YOU MAY CANCEL THE CONTRACT OR AGREEMENT ANY TIME WITHIN TWO YEARS FROM THE DATE OF SIGNING.

AND CAUTIONS

RISKS OF BUYING LAND:

1. The future value of any land is uncertain and dependent upon many factors. DO NOT expect all land to increase in value.
2. Any value which your lot may have will be affected if the roads, utilities, and all proposed improvements are not completed.
3. Resale of your lot may be difficult or impossible, since you may face the competition of our own sales program and local real estate brokers may not be interested in listing your lot.
4. Any subdivision will have an impact on the surrounding environment. Whether or not the impact is adverse and the degree of impact, will depend on the location, size, planning and extent of development. Subdivisions which adversely affect the environment may cause governmental agencies to impose restrictions on the use of the land. Changes in plant and animal life, air and water quality and noise levels may affect your use and enjoyment of your lot and your ability to sell it.
5. In the purchase of real estate, many technical requirements must be met to assure that you receive proper title. Since this purchase involves a major expenditure of money, it is recommended that you seek professional advice before you obligate yourself.

ARIZONA

SUBDIVISION PUBLIC REPORT

For

"THE WELLS" (PARCEL 1) "THE WELLS" - AMENDED (PARCEL 2)

Marketing Name - THE WELLS AT RED MOUNTAIN

A RESUBDIVISION OF LOTS 1-15, 18-32, 35-43, 50-61, 83-91, 96-104, 109-117, 122-127, 132-140, 215-217, 248, 249, 264, 265, 267, 268, 289-290, 307, 308, 313, 314, 326-334, 338-343, 346-351, 356-361, 410-415, 420-428, 444-449, 454-462, 473-481 & 485-499 ORIGINALLY RECORDED AS "THE WELLS" BOOK 256 OF MAPS, PAGE 42, M.C.R. A SUBDIVISION OF ALL OF GOVERNMENT LOT 2 OF SECTION 2, T1N, R6E, G&SRB&M MARICOPA COUNTY, ARIZONA - REFERENCE NO. 26,360

DEVELOPER

I.B.E.W. LOCAL 769 MANAGEMENT PENSION FUND
3232 North 20th Street
Phoenix, Arizona 85016

AUGUST 22, 1989

Effective Date

STATE PROPERTY REPORT DISCLAIMER

This report is NOT A RECOMMENDATION NOR AN ENDORSEMENT by the State of Arizona of this land.

This report reflects information provided by the developer 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.

SPECIAL NOTES:

1. MAP OF THIS DEVELOPMENT IS RECORDED IN BOOK 256 OF MAPS, PAGE 42 (PARCEL 1), BOOK 333 OF MAPS, PAGE 2 (PARCEL 2), RECORDS OF MARICOPA COUNTY, ARIZONA. YOU ARE ADVISED TO OBTAIN A COPY OF SAID MAPS AND NOTE ALL EASEMENTS, RESTRICTIONS AND STATEMENTS CONTAINED THEREON.

2. THIS REPORT INCLUDES THE FOLLOWING:

PARCEL NO. 1:

LOTS 44; 45; 47; 64; 68; 69; 72 THROUGH 78, INCLUSIVE; 82; 92; 95; 105; 143; 145 THROUGH 148, INCLUSIVE; 153 THROUGH 162, INCLUSIVE; 166 THROUGH 168, INCLUSIVE; 177 THROUGH 180, INCLUSIVE; 182; 183; 187 THROUGH 193, INCLUSIVE; 196; 197; 199; 201; 210; 214; 220; 224; 229 THROUGH 235, INCLUSIVE; 239; 244; 260; 261; 272 THROUGH 278, INCLUSIVE; 304; 306; 311; 316; 439; 440; 450; 452; 453; 464; 465 AND 468;

PARCEL NO. 2:

LOTS 35; 37; 38; 40, 43, 50; 52; 53; 55; 56; 58; 59; 61; 83; 85; 86; 88; 89; 91; 96; 98; 99; 101; 102; 104; 215; 444; 446; 447; 449; 454; 456; 457 AND 459;

EXCEPT ALL GAS, OIL, METAL AND MINERAL RIGHTS; AND

REFERENCE NO. 26,360 - "THE WELLS" (PARCEL 1) "THE WELLS" - AMENDED
(PARCEL 2) Marketing Name - THE WELLS AT RED
MOUNTAIN

SPECIAL NOTES (CONT.):

2. CONT.

EXCEPT AN UNDIVIDED 1/16TH OF ALL OIL, GASES AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS, FOSSILS AND FERTILIZERS OF EVERY NAME AND DESCRIPTION; AND EXCEPT ALL URANIUM, THORIUM OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED BY THE LAWS OF THE STATE OF ARIZONA, THE UNITED STATES OF AMERICA OR DECISIONS OF COURTS TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED IN SECTION 37-231, ARIZONA REVISED STATUTES.

3. PROSPECTIVE PURCHASERS ARE ADVISED TO READ THE RECORDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, ARTICLES OF INCORPORATION AND BYLAWS FOR THIS SUBDIVISION TO DETERMINE THE RIGHTS OF LOT OWNERS TO PARTICIPATE IN THE CONTROL OF THE PROPERTY OWNERS' ASSOCIATION AND TO DETERMINE THE RIGHTS, DUTIES AND LIMITATIONS OF OWNERS IN AND TO THE USE OF THEIR LOT. FURTHER, YOU SHOULD DETERMINE FOR YOURSELF IF DEVELOPER'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.

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

5. PROSPECTIVE PURCHASERS ARE ADVISED THAT RECREATIONAL FACILITIES/COMMON AREAS ARE COMPLETED. THEY INCLUDE A RECREATION HALL, SWIMMING POOL, JACUZZI, 2 TENNIS COURTS, 1 VOLLEY BALL COURT, EIGHTEEN HOLE PUTTING GREEN AND PICNIC AREAS. TRACT "B" IS DESIGNATED AS A DRAINAGE RETENTION BASIN AND AS RECREATIONAL SPACE OPEN FOR THE DEVELOPMENT.

6. PURCHASERS ARE ADVISED THAT THE AMENDED PLAT COMBINES A NUMBER OF LOTS CREATING 1½ and 1 LOT PARCELS. AS AN EXAMPLE, LOTS 35, 36 AND 37 WERE COMBINED CREATING LOTS 35 AND 37 AS A LOT AND ONE HALF EACH AND ELIMINATING LOT 36, COMBINING LOTS 289 AND 290 CREATING ONE LOT #290 AND ELIMINATING LOT 289. PURCHASERS SHOULD DETERMINE FOR THEMSELVES WHAT EFFECT, IF ANY, THIS MAY HAVE ON THEIR PURCHASE.

7. THE COVENANTS, CONDITIONS AND RESTRICTIONS PROVIDE FOR THE FOLLOWING:

MOBILE HOME DIMENSIONS MUST MEET CERTAIN REQUIREMENTS AS SET FORTH IN THE CONDITIONS, COVENANTS AND RESTRICTIONS.

COVENANTS, CONDITIONS AND RESTRICTIONS ALSO PROVIDE THAT EACH PURCHASER MEET CERTAIN REQUIREMENTS PERTAINING TO AWNINGS, PATIOS AND ENCLOSURES, FENCES, STORAGE ROOMS, EXTERIOR FINISH AND ROOFING MATERIALS FOR THE MOBILE HOME.

SPECIAL NOTES (CONT.):

7. CONT.

PURCHASERS ARE ADVISED THAT SECTION 3.1 PROVIDES THAT NO LOT SHALL BE SOLD OR CONVEYED WITHOUT THE SIMULTANEOUS SALE OF A MOBILE HOME PERMANENTLY PLACED ON THE LOTS. EXCEPT THAT LOTS MAY BE SOLD BY SELLER WITHOUT THE SIMULTANEOUS SALE OF A MOBILE HOME, SO LONG AS THE RELEVANT SALES CONTRACT PROVIDES THAT A MOBILE HOME WILL BE PERMANENTLY PLACED UPON THE LOT WITHIN 24 MONTHS AFTER THE TRANSFER OF A TITLE TO THE PURCHASER. BUYER HEREBY AGREES TO PERMANENTLY PLACE A MOBILE HOME UPON THE PROPERTY WITHIN 24 MONTHS AFTER THE CLOSE OF ESCROW.

SECTION 3.16 SHALL READ: "PET RESTRICTIONS. NO PETS OF ANY KIND EXCEPT A DOG, A HOUSE CAT, AND SMALL CAGED BIRDS AND FISH INSIDE A UNIT MAY BE KEPT ON ANY LOT OR IN ANY UNIT AT ANY TIME. ALL PETS MUST BE LEASHED WHEN OUTSIDE OF THE UNIT."

COVENANTS, CONDITIONS AND RESTRICTIONS ALSO SET FORTH THE FOLLOWING:

SECTION 1.8 SHALL BE AMENDED TO READ IN ITS ENTIRETY AS FOLLOWS:

"'LOT' SHALL MEAN ANY PART OF THE PROPERTY WHICH IS SEPARATELY DESIGNATED AND NUMBERED ON THE PLAT, OR ANY AMENDED PLAT AUTHORIZED AND RECORDED IN ACCORDANCE WITH SECTION 2.8 HEREIN, AND IT SHALL EXCLUDE THE COMMON AREA. NOTWITHSTANDING THE FOREGOING, EACH OF THE PARCELS DESCRIBED IN EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE SHALL BE DEEMED TO BE ONE (1) LOT."

SECTION 2.8 SHALL BE AMENDED TO READ IN ITS ENTIRETY AS FOLLOWS:

"DECLARANT MAY, WITHOUT THE REQUIREMENT OF A SUBSEQUENT AMENDMENT OF THIS DECLARATION, FURTHER SUBDIVIDE OR PARTITION LOTS OR OTHERWISE MODIFY THE DIMENSIONS OF LOTS, PROVIDED THAT SUCH SUBDIVISION, PARTITION OR MODIFICATION IS AUTHORIZED AND APPROVED BY THE CITY OF MESA AND THE PLAT IS AMENDED AND RE-RECORDED IN THE RECORDS OF MARICOPA COUNTY, ARIZONA. SUBJECT ONLY TO THE FOREGOING EXCEPTION, NO LOT SHALL BE FURTHER SUBDIVIDED OR PARTITIONED."

SECTION 3.11 SHALL BE AMENDED TO READ IN ITS ENTIRETY AS FOLLOWS:

"EACH DWELLING IN THE SUBDIVISION, IF OCCUPIED, SHALL BE OCCUPIED BY AT LEAST ONE PERSON 55 YEARS OF AGE OR OLDER AND NO PERSON 40 YEARS OF AGE OR UNDER SHALL RESIDE IN ANY DWELLING. EXISTING (AS OF THE DATE OF THIS AMENDMENT) OWNERS WHERE NO PERSON OCCUPYING A DWELLING IS 55 YEARS OF AGE OR OLDER ARE EXEMPT FROM THIS RESTRICTION, PROVIDED THAT AS LONG AS APPLICABLE FEDERAL REGULATIONS RELATING TO AGE DISCRIMINATION ARE IN EFFECT, SUCH REGULATIONS SHALL BE COMPLIED WITH SO THAT AT LEAST EIGHTY PERCENT (80%) OF THE DWELLINGS IN THE SUBDIVISION OCCUPIED AFTER SEPTEMBER 13, 1988 SHALL BE OCCUPIED BY AT LEAST ONE PERSON 55 YEARS OF AGE OR OLDER."

8. THE DEVELOPER ADVISES PURCHASERS THAT:

(a) BOTH "UNIMPROVED" AND "IMPROVED" LOTS WILL BE SOLD

SINCE A SINGLE WIDE MANUFACTURED HOME IS CONSIDERED PERSONAL PROPERTY, THE SALE OF A LOT WITH THIS TYPE OF HOME WOULD BE CONSIDERED "UNIMPROVED";

THE SALE OF A LOT WITH A DOUBLE WIDE (OR LARGER) MANUFACTURED HOME, WOULD BE CONSIDERED "IMPROVED";

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(PARCEL 2) Marketing Name - THE WELLS AT RED
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SPECIAL NOTES (CONT.):

8. CONT.

(b) IF AN "UNIMPROVED" LOT IS SOLD IT WOULD CONTAIN 5 ACRES OR LESS.

PURCHASERS ARE ADVISED THAT AN EXISTING MOBILE HOME MAY NOT BE CAPABLE OF BEING PLACED ON THE EXISTING PAD TO THE LOT BEING PURCHASED BECAUSE OF SPECIAL SIZE AND OTHER REQUIREMENTS OF THE PAD. SELLER AND BUYER FURTHER ACKNOWLEDGE AND AGREE THAT NOTWITHSTANDING THE FACT THAT BUYER IS NOT OBLIGATED TO PURCHASE A MOBILE HOME FROM THE SELLER OR ANY AFFILIATE OF SELLER, THAT BUYER MAY NOT BE ABLE TO PURCHASE A NEW OR EXISTING UNIT FROM A MANUFACTURER OR DEALER OTHER THAN SELLER BECAUSE OF THE SPECIAL SIZE REQUIREMENTS OF THE EXISTING PAD.

THE DEVELOPER ADVISES THAT THE SUBDIVISION WILL BE DEVELOPED IN PHASES. THE LOTS WHICH ARE THE SUBJECT OF THIS APPLICATION ARE CONTAINED IN PHASE I. MOST OF THE LOTS CONTAINED IN PHASE I MUST BE SOLD BEFORE LOTS WILL BE SOLD FROM ANOTHER PHASE.

9. THE DEVELOPER ADVISES THAT FALCON FIELD (MESA MUNICIPAL AIRPORT) IS APPROXIMATELY ONE (1) MILE WEST OF THE SUBDIVISION AND THAT THE RACREST WATER/SEWER IS LOCATED ON THE SOUTH AND WEST PERIMETER OF THE SUBDIVISION.

LOCATION AND SIZE: The subdivision is located on East McDowell at 56th Street, Mesa, Arizona.

This development is located on a parcel of land approximately 38.5 acres in size. It has been divided into 499 lots and tracts.

TOPOGRAPHY: The land on which this development is located is level.

PROPERTY BOUNDARY LINES: Developer advises lots will be staked.

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. Restrictions are recorded in 84-433196, 85-621332, 86-084756, 87-499241, 89-102608, 89-108850, 89-353126 and as shown on the recorded plat of said subdivision. Information about zoning may be obtained at the office of the City Planning and Zoning Commission.

TITLE: Title to this development is vested in FIRST SERVICE TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No. 5030.

Developer's interest in the development is evidenced by above cited Trust No. 5030.

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TITLE (CONT.):

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 your title are listed in a Preliminary Title Report dated August 1, 1989 issued by FIRST SERVICE TITLE AGENCY, INC. As a prospective purchaser, you should understand the effect of the listed exceptions.

EXCEPTIONS: SEE EXHIBIT "A" ATTACHED

NOTE: DEVELOPER HAS ADVISED THAT ARRANGEMENTS HAVE BEEN MADE WITH THE LENDER IN THE AFOREMENTIONED DEED OF TRUST FOR RELEASE OF INDIVIDUAL LOTS. DEVELOPER IS REQUIRED TO NOTIFY THE DEPARTMENT OF REAL ESTATE OF ANY FUTURE PLACEMENTS OF LIENS OR ENCUMBRANCES TO ENSURE COMPLIANCE WITH A.R.S. 32-2181, ET SEQ.

PURCHASE CONTRACT: The Purchase Contract is a binding agreement. Read thoroughly before signing. If not understood, seek competent advice prior to commitment to purchase. The Purchase Contract gives you certain rights and remedies. In addition, the contract may contain certain waivers, disclaimers and/or limitations to your rights, remedies and warranties. Contrary to the terms and provisions of the contract you may have additional rights, remedies and warranties.

SALES:

DEED: Your vested interest/ownership interest in property will be evidenced by the owner 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.

UTILITIES: Developer advises, that these services are available as follows:

ELECTRICITY:

SUPPLIER: SALT RIVER PROJECT

PURCHASERS' COSTS
AS ADVISED BY THE
DEVELOPER:

THAT THERE IS A REFUNDABLE DEPOSIT OF \$75.00 TO \$130.00, A \$10.00 NEW ACCOUNT FEE AND NORMAL INSTALLATION/HOOK UP FEES.

NATURAL GAS:

SUPPLIER: CITY OF MESA

NOTE: PURCHASERS ARE ADVISED BY THE DEVELOPER THAT NATURAL GAS IS NOT PROVIDED TO INDIVIDUAL OWNERS, IT IS PROVIDED TO SUPPLY THE SWIMMING POOL IN THE COMMON AREA.

EXHIBIT "A"

1. LIABILITIES AND OBLIGATIONS IMPOSED UPON SAID LAND BY REASON OF ITS INCLUSION WITHIN THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT AND AGRICULTURAL IMPROVEMENT DISTRICTS.
2. 1989 TAXES, A LIEN, BUT NOT YET DUE AND PAYABLE.

FIRST HALF DUE AND PAYABLE OCTOBER 1, 1989 AND DELINQUENT ON NOVEMBER 1 OF THAT YEAR; SECOND HALF PAYABLE ON OR BEFORE MARCH 1 OF THE FOLLOWING YEAR, AND DELINQUENT MAY 1 OF THE FOLLOWING YEAR.
3. TAXES FOR THE YEAR 1988.

FIRST HALF DUE AND PAYABLE OCTOBER 1, 1988 AND DELINQUENT ON NOVEMBER 1, OF THAT YEAR; SECOND HALF PAYABLE ON OR BEFORE MARCH 1 OF THE FOLLOWING YEAR, AND DELINQUENT MAY 1 OF THE FOLLOWING YEAR.
4. RIGHT OF ENTRY RESERVED TO THE STATE OF ARIZONA AND ITS LESSEES OR PERMITTEES IN CONNECTION WITH THE MINERAL ESTATE AND IN PRODUCTION OF OIL AND GAS, AS SET FORTH IN SECTION 37-231, ARS.
5. EASEMENTS AS SHOWN ON THE RECORDED PLAT OF SAID SUBDIVISION.
6. ALL MATTERS CONTAINED IN INSTRUMENT(S) SETTING FORTH COVENANTS, CONDITIONS, RESTRICTIONS, LIABILITIES, OBLIGATIONS, RESERVATIONS AND EASEMENTS, OMITTING, IF ANY, RESTRICTIONS BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN;
RECORDED AT: RECORDERS NO. 84-433196, AMENDED AT RECORDERS NO. 85-621332, RECORDERS NO. 86-084756, RECORDERS NO. 87-499241, RECORDERS NO. 89-102608, RE-RECORDED AT RECORDERS NO. 89-108850, RECORDERS NO. 89-353126, AND AS SHOWN ON THE RECORDED PLAT OF SAID SUBDIVISION.
7. DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE AMOUNT STATED THEREIN;
TRUSTOR : I.B.E.W. LOCAL 769-MANAGEMENT PENSION FUND, BY AND THROUGH R.A. JOHNSON, EDWARD NICKSIC AND NORRIS MABRY, COLLECTIVELY
TRUSTEE : CENTURY BANK, AN ARIZONA CORPORATION
BENEFICIARY: CENTURY BANK, AN ARIZONA CORPORATION
AMOUNT : \$1,547,000.00
DATED : JULY 8, 1988
RECORDED : JULY 13, 1988
AT : RECORDERS NO. 89-342813
(AFFECTS ADDITIONAL PROPERTY)
8. FINANCING STATEMENT UNDER THE UNIFORM COMMERCIAL CODE BY AND BETWEEN;
DEBTOR : I.B.E.W. LOCAL 769-MANAGEMENT PENSION FUND
SECURED PARTY: CENTURY BANK, AN ARIZONA CORPORATION
DATED : JULY 8, 1988
RECORDED : JULY 13, 1988
AT : RECORDERS NO. 89-342814
(AFFECTS ADDITIONAL PROPERTY)
9. FINANCING STATEMENT UNDER THE UNIFORM COMMERCIAL CODE BY AND BETWEEN;
DEBTOR : I.B.E.W. LOCAL 769-MANAGEMENT PENSION FUND
SECURED PARTY: CENTURY BANK, AN ARIZONA CORPORATION
DATED : JANUARY 13, 1989
RECORDED : APRIL 11, 1989
AT : RECORDERS NO. 89-163350
(AFFECTS ADDITIONAL PROPERTY)

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UTILITIES (CONT.):

TELEPHONE:

SUPPLIER: US WEST COMMUNICATIONS

PURCHASERS' COSTS
AS ADVISED BY THE
DEVELOPER: NORMAL INSTALLATION CHARGE.

WATER:

SUPPLIER: CITY OF MESA

PURCHASERS' COSTS
AS ADVISED BY THE
DEVELOPER: Cost purchaser will have to pay for
installation of service to his house:

If a manufactured home is purchased at the same time as the lot, the cost to receive water and sewer service is included in the sales price.

If a manufactured home is not purchased at the same time as the lot, the cost to receive water and sewer service is as follows:

\$ 950.00 Water Hookup Fee
\$ 895.00 Sewer Hookup Fee
\$ 400.00 Residential Tax Assessment
\$ 90.00 Installation of a manufactured home

\$2,335.00* Total due from lot owner to City of Mesa

*Fees are subject to change by municipality upon approval of the City Counsel.

DEVELOPER HAS MADE NO PROVISIONS FOR THE INSTALLATION OR EXTENSION OF UTILITIES ON VACANT LOT SALES. BUYERS WILL BE REQUIRED TO BEAR ALL COSTS FOR INSTALLATION OR EXTENSION OF UTILITIES.

NOTE: CONTACT THE ABOVE UTILITIES REGARDING EXTENSION RULES AND REGULATIONS, SERVICE CONNECTIONS AND COSTS INVOLVED.

SEWAGE DISPOSAL: Developer advises that interior sewers within the development will be private. They are installed to individual lots and the cost will be included in the sales price of lots. Maintenance of the interior sewer system will be the responsibility of the City of Mesa. The County Health Department advises that sewage disposal is by the City of Mesa.

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SEWAGE DISPOSAL (CONT.):

CONNECTION FEE ON VACANT LOT SALES - Cost purchaser will have to pay for installation of service to his house:

If a manufactured home is purchased at the same time as the lot, the cost to receive water and sewer service is included in the sales price.

If a manufactured home is not purchased at the same time as the lot, the cost to receive water and sewer service is as follows:

\$ 950.00 Water Hookup Fee
\$ 895.00 Sewer Hookup Fee
\$ 400.00 Residential Tax Assessment
\$ 90.00 Installation of a manufactured home

\$2,335.00* Total due from lot owner to City of Mesa

*Fees are subject to change by municipality upon approval of the City Counsel.

SOLID WASTE DISPOSAL: Developer advises that the City of Mesa will be responsible for solid waste disposal.

PRIVATE STREETS/DRIVES: The developer has advised that the interior streets/drives are for the private use of the purchasers. Developer advises that they are surfaced with asphalt. The developer states that maintenance of the interior streets will be the responsibility of the Property Owners' Association.

FLOOD AND DRAINAGE DEVICES: The developer has advised that onsite water retention is provided by a system connecting two recessed tennis courts, one volley ball court and the two water retention green belts feeding into the master storm drain system. Maintenance will be provided by developer until Homeowners' Association assume responsibility for the maintenance.

FIRE PROTECTION: The developer advises that fire protection for this development is provided by Fire Hydrants and the Mesa Fire Department.

SCHOOLS: The developer advises it is approximately 1/2 mile to the Mendoza Elementary School; 1/2 mile to the Shepard Junior High School; 4 1/2 miles to the Mountain View High School; and that school bus service is available to the High School only.

NOTE: YOU SHOULD CONTACT THE LOCAL SCHOOL BOARD REGARDING SCHOOL FACILITIES AND BUS SERVICE.

SHOPPING FACILITIES: Developer advises that the nearest community shopping center is approximately 3 miles from the development.

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PUBLIC TRANSPORTATION: Developer advises that public transportation is available by Dial-A-Ride service from the development.

USE: Developer advises that the property will be offered for single family residential use and that you will be permitted to occupy your lot upon close of escrow.

TAXES AND ASSESSMENTS: Developer further advises that you will be obligated to pay approximately:

\$7.15 per \$100.00 of assessed valuation annual Property Tax.
Based on 1988 Tax Rate.

\$37.00 Monthly
or

\$444.00 Annual payment to Property Owners' Association for a single lot.

The developer advises that association dues for a lot and a half (1½) is \$55.50 a month or \$666.00 annually.

NOTE: MONTHLY OR ANNUAL PAYMENT TO PROPERTY OWNERS' ASSOCIATION IS SUBJECT TO CHANGE IN ACCORDANCE WITH RECORDED RESTRICTIONS. SAID ASSOCIATION MAY ALSO IMPOSE SPECIAL ASSESSMENTS.

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

SPECIAL NOTE: THIS DEPARTMENT RECOMMENDS THAT YOU SEE BEFORE BUYING.

VED:fod

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