AGENDA

City of Sedona
Planning and Zoning Commission Meeting

4:30 PM | **Tuesday, December 17, 2024**

NOTICE:
Pursuant to A.R.S. 38-431.02 notice is hereby given to the members of the Planning and Zoning Commission and to the general public that the Planning and Zoning Commission will hold a meeting open to the public on Tuesday, December 17, 2024, at 4:30 pm in the City Hall Council Chambers.

NOTES:

- Meeting room is wheelchair accessible. American Disabilities Act (ADA) accommodations are available upon request. Please phone 928-282-3113 at least 24 hours in advance.
- Planning & Zoning Commission Meeting Agenda Packets are available on the City's website at: **www.SedonaAZ.gov**

GUIDELINES FOR PUBLIC COMMENT

PURPOSE:

- To allow the public to provide input to the Planning and Zoning Commission on a particular subject scheduled on the agenda.
- Please note that this is not a question/answer session.

PROCEDURES:

- It is strongly encouraged that public input on the agenda items be submitted by sending an e-mail to lstewart@SedonaAZ.gov in advance of the 4:30 Call to Order.
- Fill out a "Comment Card" and deliver it to the Recording Secretary.
- When recognized, use the podium/microphone.
- State your Name and City of Residence
- Limit comments to 3 MINUTES.
- Submit written comments to the Recording Secretary.

1. CALL TO ORDER, PLEDGE OF ALLEGIENCE, ROLL CALL
2. ANNOUNCEMENTS & SUMMARY OF CURRENT EVENTS BY COMMISSIONERS & STAFF
3. APPROVAL OF THE FOLLOWING MINUTES:
   a. November 5, 2024 (R)
   b. November 5, 2024 (SV)
4. PUBLIC FORUM: *(This is the time for the public to comment on matters not listed on the agenda. The Commission may not discuss items that are not specifically identified on the agenda. Pursuant to A.R.S. § 38-431.01(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further consideration and decision at a later date.)*
5. CONSIDERATION OF THE FOLLOWING ITEM(S) THROUGH PUBLIC HEARING PROCEDURES:
   a. Public hearing/discussion/possible action regarding a request for Subdivision (Condominium Conversion) approval to create 60 separate condominium units (30 duplexes) on approximately 4.5 acres. (Navajo Lofts Project currently under construction). APN: 408-24-536B

      Case Number: PZ24-00004 (SUB)

      Applicant: MKC Holdings, LLC (Keith Holben)
6. FUTURE MEETING DATES AND AGENDA ITEMS
   a. Tuesday, January 7, 2025
   b. Tuesday, January 21, 2025
7. EXECUTIVE SESSION

   Upon a public majority vote of the members constituting a quorum, the Planning and Zoning Commission may hold an Executive Session that is not open to the public for the following purposes:

   a. To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).
   b. Return to open session. Discussion/possible action on executive session items.
8. ADJOURNMENT

Physical Posting: December 12, 2024 By: DJ

Planning & Zoning Commission Meeting Agenda Packets are available on the City's website at: www.SedonaAZ.gov or in the Community Development Office, 102 Roadrunner Drive approximately one week in advance of the meeting.

Note that members of the City Council and other City Commissions and Committees may attend the Planning and Zoning Commission meeting. While this is not an official City Council meeting, because of the potential that four or more Council members may be present at one time, public notice is therefore given for this meeting and/or event.

Staff Report
PZ24-00004 (SUB)
Navajo Lofts Condo Plat
Summary Sheet

City of Sedona
Community Development Department
102 Roadrunner Drive Sedona, AZ 86336
(928) 282-1154 · www.sedonaaz.gov/cd

Meeting Date:	December 17, 2024
Hearing Body:	Planning and Zoning Commission
Project Summary:	**60 unit condominium plat**
Action Requested:	Recommendation of Approval of Preliminary Plat
Staff Recommendation:	Recommendation of Approval, with conditions, of Preliminary Plat
Location:	10 Navajo Drive
Parcel Number:	408-24-536B
Owner/Applicant:	MKC Holdings LLC (Keith Holben) 15010
Site Size:	± 4.5 acres
Community Plan Designation:	Commercial
Zoning:	CO (Commercial)
Current Land Use:	Navajo Lofts (Under Construction)

Surrounding Properties:		*Area Zoning*	*Area Land Uses*
	North, West, South:	CO	Commercial Uses
	East:	RS-6	Harmony Hills Subdivision

Report Prepared By:	Cari Meyer, Planning Manager

Attachments: **Page**

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DEVELOPMENT REVIEW AND CONDOMINIMUM CONVERSION PROCESS

The Navajo Lofts Development Review application was approved by the Planning and Zoning Commission in February 2022 and is now under construction. The property owner has now applied for a condominium plat. If approved, this application would allow for individual ownership of the units, but would not change any site plan or design elements from the previously approved application.

Platting procedures for new subdivisions are laid out in Land Development Code (LDC) Section 8.5 (Subdivision Procedures) and condominium plats are processed using the same procedures (LDC Section 8.5.D). The first step is the Preliminary Plat (LDC Section 8.5.A); submittal requirements and review procedures for the platting process are contained in LDC Section 8.5.A(3): Application Submittal and Review Procedure and Administrative Manual Sections 1.1: General Application Submittal Requirements and 1.3: Subdivision Requirements.

The applicant submitted documents for Preliminary Plat Review in April 2024 and submitted revised plans to address Staff comments in August 2024 and October 2024. The Preliminary Plat is now being brought to the Planning and Zoning Commission for consideration and a recommendation to City Council.

After the Planning and Zoning Commission makes a recommendation to Council, Staff will schedule a public hearing with City Council, at which time the Council will approve, approve with conditions, or deny the Preliminary Plat. If the Council approves the Preliminary Plat, the applicant will submit a revised preliminary plat (if necessary) for Staff review, followed by the Final Plat for City Council review. The Commission's involvement in the platting/subdivision process ends after a recommendation on the Preliminary Plat has been forwarded to City Council.

PROJECT DESCRIPTION

The applicant is seeking approval of a Subdivision/Condominium Plat to allow for a 60-unit condominium subdivision on approximately 4.5 acres (approximately 13.3 units per acre). Subdivision of this site is permitted in accordance with the Land Development Code (LDC) requirements, including Article 2 (Zoning Districts), and Article 7 (Subdivision).

The project proposed for condominium conversion (Navajo Lofts) was granted Development Review approval by the Planning and Zoning Commission in February 2022 and is currently under construction. No changes to the plans approved with the Development Review application are proposed as part of this application. Documents related to that application can be reviewed at the following link:

https://www.sedonaaz.gov/your-government/departments/community-development/projects-and-proposals/navajo-lofts

BACKGROUND AND PROPERTY INFORMATION

Site Characteristics

- The property is located on the east side of Navajo Drive between W State Route 89A and Aria Street.
- A City-designated 100-year floodplain runs through the middle of the property.

- The project site is a single parcel totaling approximately 4.5 acres and is currently under construction with the Navajo Lofts project.
- The property is not part of a recorded subdivision.

Zoning and Community Plan Designations

The site is designated C (Commercial) in the Community Plan and zoned CO (Commercial). The purpose of the CO zone is stated as

> *"…to accommodate general retail and other commercial and service uses, and incidental or accessory uses, where access requires good vehicular circulation. Land uses are characterized by frequent visits of customers and clients. The CO district is intended to provide attractive commercial development with adequate access to arterial streets and with efficient internal circulation and parking and that is compatible with surrounding residential areas.* LDC Section 2.14.A

The CO District allows for development of multi-family residential projects, subject to the density limitations of the Community Plan, which allows densities greater than 12 units per acre through consideration of strategies for achieving housing diversity, affordability, and availability to address local housing needs. To allow for the approved density of 13.3 units per acre, the property owner entered into a Development Agreement with the City restricting the use of the units from being Short Term Rentals.

Current Proposal

The application is for a condominium plat for a previously approved multifamily project. No changes to the approved site plan, buildings, or other site elements are proposed. While this application would allow for the ownership of individual units, the short term rental restrictions would still apply to the units.

PUBLIC INPUT

- The applicant completed a Citizen Participation Plan. A summary of their efforts is included in Attachment 2.b.
- Project documents submitted by the applicant were placed on the Projects and Proposals page of the Community Development Department website.
- Property owners within 300 feet of the subject properties were notified of the Public Hearing.
- The property was posted with a Notice of Public Hearing and a notice was published in the Red Rock News on November 29, 2024.
- All notices contain contact information or a way to submit comments. Written comments received by Staff are included as Attachment 4. Concerns raised include the following:
    - Use of the property for short term rentals
        - Short term rentals are restricted as part of a development agreement that was required for the density when the development review application was approved.

REVIEWING AGENCY COMMENTS AND CONCERNS

The application materials were routed to all internal and external reviewing agencies for comments. Comments were received from the following agencies:

- City of Sedona Community Development
- City of Sedona Public Works

All comments have been addressed through resubmittal of the project documents, are included as recommended conditions of approval, or are requirements for the Final Plat.

DEVELOPMENT PROPOSAL

The applicant is proposing a condominium plat for a 60-unit multifamily project currently under construction.

A detailed description of the proposal was submitted by the applicant and is included in Attachment 2.a. A summary is included below.

Subdivision Layout

- The subdivision provides two access points at the north and west ends of the subdivision. These connect to existing streets (Navajo Drive and Aria Street).
- The layout of the development was approved with the Development Review application and no changes are proposed.

Sedona Land Development Code (LDC)

A comprehensive evaluation for compliance with all applicable sections of the Land Development Code was conducted and is outlined in Attachment 3 (Subdivision Checklist).

LDC Article 2: Zoning Districts

- As a condominum plat, the individual lots do not have to meet the minimum size requirements for the zoning district.
- The overall density of the subdivision is 13.3 units per acre.
    - As there is a development agreement restricting the units from being short term rentals, densities greater than 12 units per acre are permitted.
- The proposal is in compliance with applicable standards for the CO zoning district.
- The project under construction has been found to be compliant with LDC requirements.

LDC 7.3.C: Subdivision Standards, Lot Planning

- The proposed subdivision meets the zoning requirements for maximum density, minimum lot size and width, and lot layout.
- The City's Engineering Staff has approved the Final Granding and Drainage plan as part of the building permit review.

LDC 7.3.D: Subdivision Standards, Sensitive Lands

- The areas within the floodplain have been considered in the design of the site and the development of the grading and drainage plan.

LDC 7.3.E: Subdivision Standards, Block Layout

- This section is not applicable to this application.

LDC 7.3.F: Subdivision Standards, Street Design

- No new streets are proposed; the development connects to existing streets.

LDC 7.3.G: Subdivision Standards, Street Naming and Traffic Control Signs

- This section is not applicable to this application.

LDC 7.3.H: Subdivision Standards, Easement Planning

- All required easements have been provided.

LDC 7.3.I: Subdivision Standards, Reservation of Land for Public Use

- The development includes land for a shared use path.

LDC 7.3.J: Subdivision Standards, Alternatives to Subdivision Standards

- A cluster subdivision is not proposed.

REVIEW, COMMENTARY, AND ANALYSIS

The following is requested from the Planning and Zoning Commission at this time:

- **SUBDIVISION:** Review of Preliminary Plat, recommendation to City Council

Discussion

Land Development Code Findings: All Development Applications

All development applications are reviewed under LDC Article 8 (Administration and Procedures).

LDC Section 8.3 contains procedures and rules applicable to all development applications while the following sections contain procedures and rules that apply to specific development applications. LDC Section 8.3.E(5) contains the approval criteria applicable to all development, subdivision, and rezoning applications. These criteria are as follows:

A. Generally

1. Unless otherwise specified in this Code, City review and decision-making bodies shall review all development applications submitted pursuant to this article for compliance with the general review criteria stated below.
2. The application may also be subject to additional review criteria specific to the type of application, as set forth in section 8.4 through 8.8.
3. If there is a conflict between the general review criteria in this section and the specific review criteria in section 8.4 through 8.8, the applicable review criteria in sections 8.4 through 8.8 control.

B. Prior Approvals

The proposed development shall be consistent with the terms and conditions of any prior land use approval, plan, or plat approval that is in effect and not proposed to be changed. This includes an approved phasing plan for development and installation of public improvements and amenities.

Staff Evaluation: *The project under construction has been approved by the Planning and Zoning Commission and building permits have been issued based on compliance with that approval. The site plan and units shown on the Preliminary Plat are consistent with the Development Review and building permit approvals. This proposal is in compliance with this criterion.*

C. Consistency with Sedona Community Plan and Other Applicable Plans

Except for proposed subdivisions, the proposed development shall be consistent with and conform to the Sedona Community Plan, Community Focus Area plans, and any other applicable plans. The decision-making authority:

1. Shall weigh competing plan goals, policies, and strategies; and
2. May approve an application that provides a public benefit even if the development is contrary to some of the goals, policies, or strategies in the Sedona Community Plan or other applicable plans.

Staff Evaluation: *As a subdivision, this section does not apply. However, the proposal is consistent with the Commercial designation in the Community Plan and with other policies in the Community Plan. The proposal is not in conflict with any policies in the Community Plan.*

D. Compliance with This Code and Other Applicable Regulations

The proposed development shall be consistent with the purpose statements of this Code and comply with all applicable standards in this Code and all other applicable regulations, requirements and plans, unless the standard is lawfully modified or varied. Compliance with these standards is applied at the level of detail required for the subject submittal.

Staff Evaluation: *Based on Staff's evaluation and as outlined in the Subdivision Checklist, the proposed subdivision complies with all applicable Land Development Code Requirements. This proposal is in compliance with this criterion.*

E. Minimizes Impacts on Adjoining Property Owners

The proposed development shall not cause significant adverse impacts on surrounding properties. The applicant shall make a good-faith effort to address concerns of the adjoining property owners in the immediate neighborhood as defined in the Citizen Participation Plan for the specific development project, if such a plan is required.

Staff Evaluation: *The applicant has submitted a Citizen Participation Report (included with Attachment 2.b). All public comments received are included as Attachment 4.*

One public comment was received with concerns about the units being used as short term rentals. This is not permitted based on the approved and recorded Development Agreement. This proposal is in compliance with this criterion.

F. Consistent with Intergovernmental Agreements

The proposed development shall be consistent with any adopted intergovernmental agreements, and comply with the terms and conditions of any intergovernmental agreements incorporated by reference into this Code.

Staff Evaluation: *There are no intergovernmental agreement applicable to this application.*

G. Minimizes Adverse Environmental Impacts

The proposed development shall be designed to minimize negative environmental impacts, and shall not cause significant adverse impacts on the natural environment. Examples of the natural environment include water, air, noise, stormwater management, wildlife habitat, soils, and native vegetation.

Staff Evaluation: *The development has an approved grading and drainage plan which took the existing floodplains into account. The construction of the project is being done in compliance with this approved plan. This proposal is in compliance with this criterion.*

H. Minimizes Adverse Fiscal Impacts

The proposed development shall not result in significant adverse fiscal impacts on the City.

Staff Evaluation: *The applicant has paid all applicable fees associated with this application and will pay all fees associated with permits required for the proposed work. No adverse fiscal impacts*

to the City are anticipated because of this application. This proposal is in compliance with this criterion.

I. Compliance with Utility, Service, and Improvement Standards

As applicable, the proposed development shall comply with federal, state, county, service district, City and other regulatory authority standards, and design/construction specifications for roads, access, drainage, water, sewer, schools, emergency/fire protection, and similar standards.

Staff Evaluation: *All applicable review and utility agencies have reviewed the proposal. As conditioned, the proposal is consistent with the requirements of each agency. This proposal is in compliance with this criterion.*

J. Provides Adequate Road Systems

Adequate road capacity must exist to serve the uses permitted under the proposed development, and the proposed uses shall be designed to ensure safe ingress and egress onto the site and safe road conditions around the site, including adequate access onto the site for fire, public safety, and EMS services. The proposed development shall also provide appropriate traffic improvements based on traffic impacts.

Staff Evaluation: *The proposal connects to existing roads and the layout of the development has been approved by the Public Works Department, Police Department, and Fire District. This proposal is in compliance with this criterion.*

K. Provides Adequate Public Services and Facilities

Adequate public service and facility capacity must exist to accommodate uses permitted under the proposed development at the time the needs or demands arise, while maintaining adequate levels of service to existing development. Public services and facilities include, but are not limited to, roads, potable water, sewer, schools, public safety, fire protection, libraries, and vehicle/pedestrian connections and access within the site and to adjacent properties.

Staff Evaluation: *All applicable agencies have reviewed the proposal and have determined that adequate public services exist for the proposed use. As part of the development of the project, new sidewalks will be constructed along existing roads. This proposal is in compliance with this criterion.*

L. Rational Phasing Plan

If the application involves phases, each phase of the proposed development shall contain all of the required streets, utilities, landscaping, open space, and other improvements that are required to comply with the project's cumulative development to date, and shall not depend upon subsequent phases for those improvements.

Staff Evaluation: *The project is proposed to be developed in a single phase.*

Land Development Code Findings: Subdivision Procedures (Preliminary Plat)

LDC Section 8.5.A contains the procedures and rules for Preliminary Plat applications. This section does not have any additional approval criteria.

City of Sedona
Community Development Department
102 Roadrunner Drive Sedona, AZ 86336
(928) 282-1154 · www.sedonaaz.gov

Staff Recommendation

Based on compliance with ordinance requirements as conditioned, general consistency with the Land Development Code and the requirements for approval of a preliminary plat, Staff recommends approval of the proposed subdivision/preliminary plat request as set forth in case number PZ24-00004 (SUB), Navajo Lofts Condo Plat, subject to applicable ordinance requirements and the attached conditions of approval listed at the end of this staff report.

Sample Motions for Commission Use

(Please note that the below motions are offered as samples only and that the Commission may make other motions as appropriate.)

Recommended Motion for Approval

I move to recommend to the Sedona City Council approval of the proposed Preliminary Plat as set forth in case number PZ24-00004 (SUB), Navajo Lofts Condo Plat, based on compliance with all ordinance requirements of LDC Section 8.3 and 8.5 and satisfaction of the Subdivision findings and applicable Land Development Code requirements as outlined in the staff report, which staff report is hereby adopted as the findings of the Planning and Zoning Commission, and the attached conditions of approval.

Alternative Motion for Denial

I move to recommend denial of case number PZ24-00004 (SUB) based on the following findings: (Please specify findings)

City of Sedona
Community Development Department
102 Roadrunner Drive Sedona, AZ 86336
(928) 282-1154 · www.sedonaaz.gov

As recommended by Staff, December 17, 2024

1. Development of the subject property shall be in substantial conformance with the applicant's representations of the project, including the Preliminary Plat dated October 10, 2024, grading and drainage plans, letter of intent, and all other supporting documents, as reviewed, modified and approved by the Planning and Zoning Commission and City Council.
2. Preliminary Plat approval shall expire 24 months from the date approved by the City Council, subject to the following:
   i) It shall be the responsibility of the applicant to monitor elapsed time. (LDC Section 8.5.A(3)h.3)
3. Prior to City Council consideration of the Final Plat, the applicant shall satisfy the following conditions:
   i) The Final Plat shall meet all requirements of Land Development Code (LDC) and the Design Review, Engineering, and Administrative Manual (Manual).
   ii) Sewer line easements for all existing and new sewer lines shall be shown on the Final Plat.
   iii) Drainage easements shall be provided to the satisfaction of the City Engineer and shall meet the minimum dimensions of the LDC and Manual.
   iv) Provide the appropriate dedication language on the Plat. The dedication language shall be capitalized.
   v) Provide dimensions of Tracts in a curve/line table.
   vi) Show application number in the title.
   vii) Provide location and description of cardinal points to which all dimensions, angles, bearings and similar data on the plat shall be referenced. Each of 2 separate corners of the subdivision traverse shall be tied by course and distance to separate section corners or quarter section corners.
   viii) Remove City Engineer language regarding domestic water supply. Please include approval lines for The Director of Community Development and Fire Marshall in addition to the City Engineer, Mayor and City Clerk
   ix) The Final Plat shall designate the location of any proposed subdivision sign and/or cluster mailbox, if proposed.
   x) All requirements from the Sedona Fire District shall be met.
4. Prior to recording the Final Plat, the following shall be filed with the City Clerk (LDC Section 8.5.B(3)d.2):
   i) A Certificate of Approval of improvement plans signed by the City Engineer, if required;
   ii) A copy of the executed agreement between the City and the applicant, if required;
   iii) The letter of agreement with serving utilities, if required; and
   iv) Financial assurance, cash, or letter of credit in an amount specified by the City Engineer and in a form acceptable to the City Attorney pursuant to LDC Section 8.5.B(3)d.3 , if required.
5. Upon completion of the infrastructure for the project and prior to release of the required financial assurances, staff shall verify that all construction is in substantial accordance with the plans as

submitted, reviewed, and approved by the Planning and Zoning Commission and the City Council, and the following conditions have been met:

i) All on-site improvements shall substantially conform to the plans on which the grading permit was issued.

ii) Applicant shall provide copies of all required testing to the Engineering Department.

iii) All new and existing utility lines shall be provided through underground installation.

iv) All requirements of the Sedona Fire District shall have been satisfied.

v) As-builts shall be provided to the City in digital and hard copy formats acceptable to the City Engineer.

vi) All areas of cut and fill shall be landscaped or dressed in such a manner as to reduce the potential for erosion.

vii) Applicant shall provide a letter, sealed by the engineer of record, verifying that the work, as done, is in substantial accordance with the approved plans.

6. Within thirty days of approval of the Preliminary Plat, the property owner of record of the subject property voluntarily agrees to sign and record a waiver acknowledging their waiver of any right to claim just compensation for diminution in value under A.R.S. §12-1134 related to the granting of this Preliminary Plat approval.

Attachment 1

Aerial View & Vicinity Map

Aerial View

Parcel
408-24-536B
Navajo Lofts

Parcel
408-24-536B

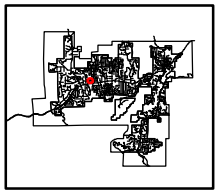
Parcel Boundary

Street Centerline

N

0 35 70 Feet

City Index



GIS, City of Sedona
06/18/2024
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mxds/408-24-536b.mxd

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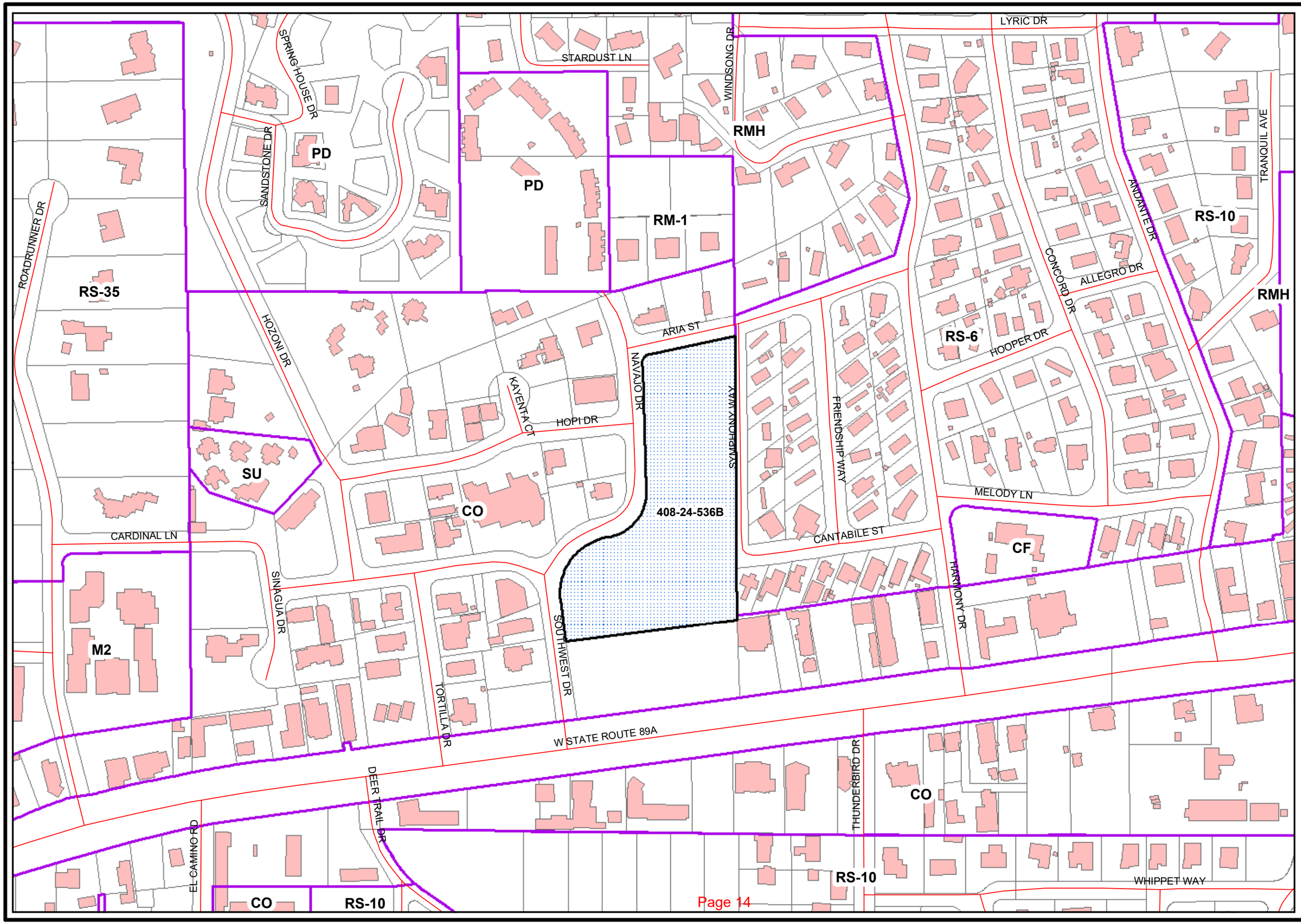
The information is provided on an "as-is" basis. The City of Sedona shall have neither liability nor responsibility to any person or entity with respect to any loss or damages in connection with or rising from the information contained on this map.

Vicinity Map

Parcel
408-24-536B
Navajo Lofts



Parcel
408-24-536B

Zoning Boundary

Building Footprint

Parcel Boundary

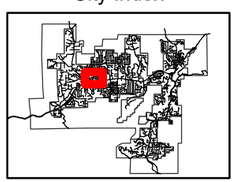
Trail

Street Centerline

N

0 75 150 Feet

City Index



GIS, City of Sedona
06/18/2024
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Attachment 2

Application Materials

Attachment 2a

Application and Letter of Intent

Project Application

fillable PDF available online at:
www.sedonaaz.gov/projects

City Of Sedona
Community Development Department
102 Roadrunner Drive Sedona, AZ 86336
(928) 282-1154 · www.sedonaaz.gov/cd

Application for (check all that apply):

❑ Conceptual Review ❑ Comprehensive Review ❑ Appeal ❑ Time Extension

❑ Community Plan Amendment ❑ Development Review ■ Subdivision ❑ Minor Modification
❑ Zone Change ❑ Conditional Use Permit ❑ Variance

Project Information	Project Name	Navajo Lofts		
	Project Address	10 Navajo Drive	Parcel No. (APN)	408-24-536B
	Primary Contact	Keith Holben	Primary Phone	602-390-9401
	Email	kh@mkcompany.com	Alt. Phone	480-998-2803, ext 11
	Address	15010 N. 78th Way # 109	City/State/ZIP	Scottsdale, AZ 85260
Office Use Only	*Application No*		*Date Received*	
	Received by		*Fee Paid*	

Project Description	Condominium Plat of under construction community located at Southwest Drive and Navajo consisting of 30 duplexes on 4.5 acres.

Additional Contact Information: Please complete the following for all companies/people *authorized* to discuss the project with the City. Please attach additional sheets if necessary.

Contact #1	Company	Landcor Consulting	Contact Name	Wade Cooke
	Project Role	Engineer	Primary Phone	
	Email	wade@landcorconsulting.com	Alt. Phone	
	Address		City/State/ZIP	
Contact #2	Company	Landcor Consulting	Contact Name	Nick Jarrett
	Project Role	Surveyor	Primary Phone	810-287-8513
	Email	nick@landcorconsultig.com	Alt. Phone	
	Address		City/State/ZIP	
Contact #3	Company	MKC Holdings, LLC	Contact Name	Joanne Van Nausdle
	Project Role	Project Coordinator	Primary Phone	480-998-2803, ext. 12
	Email	jv@mkcompany.com	Alt. Phone	
	Address	15010 N 78th Way	City/State/ZIP	Scottsdale, AZ 85260

Navajo Lofts
Condominium Plat
Application Narrative

Project Description

Navajo Lofts, located at Southwest Drive and Navajo Lane sits on 4.5 acres of land, is entitled and construction permitted for 60 townhouse style units designed as 30 duplexes. The duplexes range in size from 1332 to 1434 square feet with 4 separate floor plans, all containing attached one car garages. Common area amenities include a pool, ramada, barbeques and an indoor resident/office building. The project construction plans were approved by the city, permit B-05922 dated 11/16/2023 and 11/23/2023, subsequently permits were pulled 2/14/2023 and construction commenced 2/16/24. Because of the status of the project being recently entitled including building permits a substantial part of the requirements of the Land Development Code and Administrative Manual have been satisfied as a part of these approvals.

MKC Holdings, LLC and the City of Sedona entered into a development agreement that regulates short term rentals among other agreements made between the parties. The applicability of the development agreement is not affected by a condominium plat, nor a fee sale of any unit. A copy of the development agreement is attached with the project application for reference.
The condominium plat will provide for flexibility for completed units to be offered for lease or sale, providing flexibility to better accommodate the needs of the community.

Land Development Code Application

Section 8.5.D pertains to condominium plats and condominium conversions and is applicable to this application. The applicant responses are set forth in blue below.

(4) *Standards of Development*

a. A tentative tract map for a condominium development shall be prepared and submitted to the City, in accordance with the subdivision regulations and land divisions of this Code.

- Provided with the application in the form of the Preliminary Plat.

b. All condominiums and condominium conversions shall be developed in accordance with applicable requirements set forth in the International Plumbing Code and National Electrical Code adopted by the city of Sedona.

- Contained within the approved project construction documents cited herein.

c. All existing buildings and structures shall be made to comply with all applicable building regulations of the City.

- No existing structures are contained on the subject land.

d. Utility systems shall exist or shall be constructed to adequately provide for utility services to all condominium units.

- Contained within the approved project construction documents cited herein.

e. Each existing tenant of the project shall be given a 120-day notification of the intended condominium conversion and the right to purchase their converted unit before the unit is offered for sale.

- Not applicable

(5) ***Special Conditions***

a. Copies of the condominium documents shall be submitted to the City. These documents shall set forth the occupancy and management policies for the project, as well as contain adequate and satisfactory provisions for maintenance, repair, and general upkeep.

- A draft on the project declaration is provided with this application.

b. A minimum area of 400 square feet per unit of outdoor area shall be provided in all residential condominium projects, excluding parking, carports, service areas, mechanical equipment areas, dumpsters, and similar areas. A maximum of 400 square feet of patio space per unit may be included in the satisfaction of this condition.

- Noted on the preliminary plat.

<u>Administrative Code Application</u>

B. Preliminary Plat

The requirements set forth in section B are satisfied as follows.

- Approved construction plans noted in the application.
- The record of survey, provided with this application.
- Preliminary Plat for Navajo Lofts provided.

Should the city need additional information, the applicant will be happy to provide.

Attachment 2b

Citizen Participation Report

Navajo Lofts
Citizen Participation Plan
Preliminary Plat Notification

The citizen participation plan consisted of mailing of the enclosed letter dated August 24th 2024. This letter was mailed to all the resident list as supplied by the City of Sedona. In response to this letter, we received no phone calls or emails from the resident list as of October 21, 2024. (The project was under construction as August 24, 2024.)

Larger community comments have been in the form of questions regarding if units will be for rent or for sale, inquiries about timing for release of the units, and what pricing might be whether for rent or for sale. Our response has been as we get into early 2025, we will be better able to determine the answers to those questions, and we are remaining flexible for the time being.

Submitted by,

M Keith Holben
Manager

MKC Holdings, LLC
15010 N. 78th Way, Suite 109
Scottsdale, Arizona 85260
480-998-2803

August 12, 2024

Dear Neighbor;

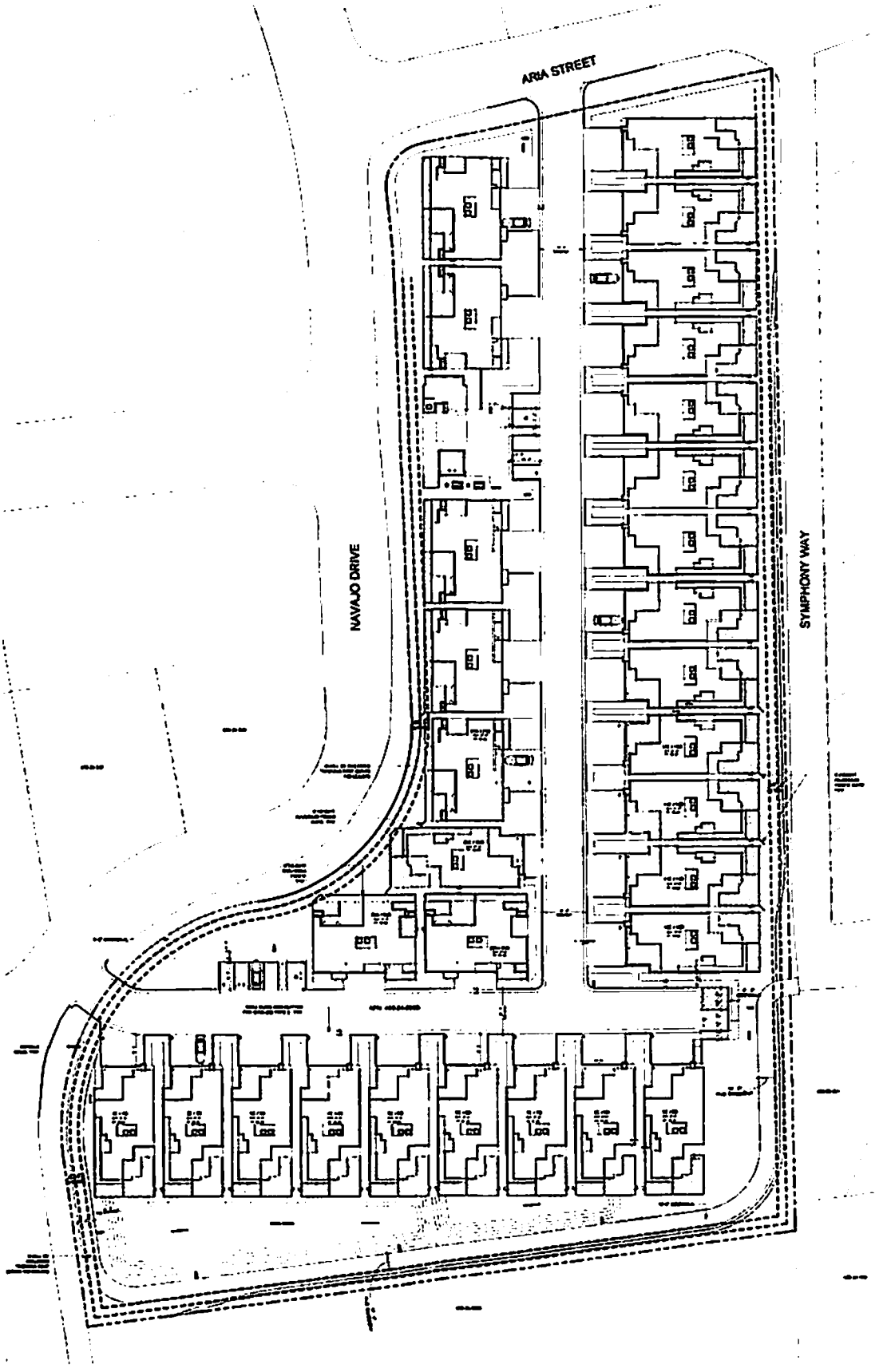
We have made application for a preliminary and final plat with the City of Sedona for the approved and under construction project known as Navajo Lofts. (A site map is attached.) The completion of the platting process will allow the individual sale of units while still retaining the ability to rent the units on a long term basis. The project plat will not alter or change short term rentals are prohibited for the project, by agreement with the city.

This notice is sent to you to satisfy the notification requirements set forth by the City of Sedona for the plat process.

If you have any questions, please feel free to reach out to me by email kh@mkcompany.com.

Sincerely,

M. Keith Holben


ARIA STREET
NAVAJO DRIVE
SYMPHONY WAY

Attachment 2c

Preliminary Plat

PRELIMINARY CONDOMINIUM PLAT
FOR
NAVAJO LOFTS
PART OF THE SOUTHWEST QUARTER OF SECTION 11, T17N, R5E OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF YAVAPAI)

KNOW ALL MEN BY THESE PRESENTS: THAT MKC HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "NAVAJO LOFTS", A CONDOMINIUM LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 17 NORTH, RANGE 5 EAST, G&SRB&M, YAVAPAI COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "NAVAJO LOFTS" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE BOUNDARIES OF THE CONDOMINIUM AND THE LOCATION AND DIMENSIONS OF THE BOUNDARIES OF THE UNITS. BUILDINGS, TRACTS, EASEMENTS AND STREETS CONSTITUTING SAME, AND THAT EACH UNIT OR BUILDING, TRACT, AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY, ON SAID PLAT.

MKC HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE CITY OF SEDONA FOR USE AS SUCH AN EASEMENT FOR INGRESS/EGRESS FOR REFUSE AND EMERGENCY VEHICLES, A PUBLIC DRAINAGE EASEMENT, AND A CONTROLLED VEHICULAR ACCESS EASEMENT OVER TRACT "A" WHICH WILL BE OWNED AND MAINTAINED BY THE NAVAJO LOFTS CONDOMINIUM ASSOCIATION. ALL OTHER EASEMENTS ARE HEREBY DECLARED FOR THE PURPOSES SHOWN HEREON. TRACT "A" IS INTENDED FOR PARKING AND OPEN SPACE. TRACTS "B" & "F" ARE INTENDED AS OUTDOOR SHARED SPACE. TRACT "C" IS INTENDED AS COMMUNITY OFFICE, GAZEBO, AND COMMUNITY POOL. TRACT "D" IS INTENDED AS A MULTI-USE SHARED PATH. TRACTS "E", "G", & "H" ARE INTENDED AS FRONT YARD SPACE.

MKC HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, ACKNOWLEDGES THE FOLLOWING RESTRICTIVE COVENANTS:

1) THAT THE AGREEMENTS CONTAINED HEREIN SHALL BE A COVENANT RUNNING WITH THE LAND, AND UPON RECORDING SHALL BE BINDING UPON ANY SUBSEQUENT PURCHASER OR OCCUPIER OF SAID PARCEL;

2) AND THAT THIS COVENANT CAN BE ENFORCED OR REMOVED BY THE CITY OF SEDONA, WHO CAN BRING PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING OR THREATENING TO VIOLATE ANY OF THESE COVENANTS TO PREVENT HIM OR THEM FROM SO DOING AND TO RECOVER DAMAGES FROM SUCH VIOLATIONS. ANY PERSON OR PERSONS OR THE CITY OF SEDONA PROSECUTING ANY PROCEEDINGS AT LAW OR IN EQUITY HEREUNDER SHALL HAVE THE RIGHT TO RECOVER, IN ADDITION TO ANY DAMAGES, A REASONABLE SUM AS AND FOR ATTORNEY'S FEES AND COURT COSTS.

THERE HAS BEEN OR IS BEING RECORDED HERE A DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS (CC&R'S) FOR "NAVAJO LOFTS", A CONDOMINIUM, WHICH WILL GOVERN THE USE AND MAINTENANCE OF ALL AREAS SHOWN ON THIS PLAT.

IN WITNESS WHEREOF: MKC HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HAS CAUSED ITS CORPORATE NAME TO BE AFFIXED AS THE SAME TO BE ATTESTED BY SIGNATURE, THEREUNTO DULY AUTHORIZED THIS_____ DAY OF_____, 20_____.

BY: _____ DATED_____
, MANAGING MEMBER

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) SS
COUNTY OF YAVAPAI)

ON THIS _____ DAY OF _____, 20_____ BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ PERSONALLY APPEARED, WHO ACKNOWLEDGED HIMSELF TO BE THE MANAGING MEMBER OF MKC HOLDING, LLC AND ACKNOWLEDGED THAT HE AS MANAGING MEMBER, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHERE OF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

APPROVAL:

APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA ON THIS ____ _____ DAY OF _____, 20_____.

BY: _____ ATTEST: _____
MAYOR CITY CLERK

THIS IS TO CERTIFY THAT THE AREA PLATTED HEREON IS APPROVED AND LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF THE CITY OF SEDONA WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY IN ACCORDANCE WITH ARS 45-576.

BY: _____ DATED_____
CITY ENGINEER

NOTES:

1. A PROPERTY OWNERS ASSOCIATION SHALL BE ESTABLISHED WITH ALL UNIT OWNERS BEING MEMBERS OF THAT ASSOCIATION. THE PROPERTY OWNER ASSOCIATION SHALL MAINTAIN ALL TRACTS.
2. A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R'S) HAS BEEN OR WILL BE RECORDED FOR THIS SUBDIVISION WHICH WILL GOVERN THE USE AND MAINTENANCE OF ALL AREAS SHOWN ON THIS PLAT.

SURVEYOR'S NOTES:

1. ALL HORIZONTAL BUILDING TIES TO THE PROPERTY LINES ARE MEASURED PERPENDICULAR TO THE UNFINISHED INTERIOR SURFACE OF THE PERIMETER WALLS OF THE BUILDING.
2. THE BOUNDARIES OF EACH UNIT ARE THE EXTERIOR SURFACES OF THE PERIMETER WALLS, FLOOR (WITHOUT SLAB) AND THE UPPER BOUNDARY BEING THE CEILING OF THE UNIT. EACH UNIT SHALL INCLUDE ANY DOOR AND WINDOW WITHIN THE PERIMETER WALL OF THE UNIT. THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS ARE BETTER DESCRIBED IN THE CONDOMINIUM DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NAVAJO LOFTS, A CONDOMINIUM, TO BE RECORDED FOLLOWING THE RECORDING OF THIS PLAT.
3. THE LOCATION AND THE DIMENSIONS OF THE UNITS AS SHOWN ON THIS PLAT ARE BASED ON THE ARCHITECTURAL DRAWINGS AND ARE APPROXIMATE. THE ACTUAL LOCATION AND DIMENSIONS OF THE BOUNDARIES OF THE UNITS MAY VARY FROM THE LOCATION AND DIMENSIONS SHOWN ON THIS PLAT.
4. THE DIMENSIONS OF UNIT BOUNDARIES ARE THE SAME FOR ALL BUILDING (BUILDINGS 1-4).
5. HORIZONTAL DIMENSIONS SHOWN HEREON ARE TO EXTERIOR SURFACES OF THE PERIMETER WALLS AND/OR CENTER OF ANY DEMISING WALLS OR UTILITY ROOM. VERTICAL DIMENSIONS SHOWN HEREON ARE FROM THE TOP OF FLOOR SLAB TO THE BOTTOM OF WOOD ROOF TRUSS.
6. TRACT B & F AREA CALCULATIONS EXCLUDE TRACTS A, C, D, E, G & H. SAID EXCLUDED TRACTS INCLUDE: ROADWAYS, PARKING AREAS, BUILDING FOOTPRINTS, PATIOS, DRIVEWAYS, SIDEWALKS, FRONT YARDS, POOL, GAZEBO, OFFICE, MULTI-USE PATH, SEWER EASEMENT AND OTHER SIMILAR AREAS.
7. DEPTH OF PATIO/YARD IS TO FACE OF WALL.

LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4, SW1/4) OF SECTION 11, TOWNSHIP 17 NORTH, RANGE 5 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA LYING NORTH OF U.S. HIGHWAY 89A PER ADOT PLAN PROJECT S-366-709 RECORD ADOT={RA} AND SOUTHEAST OF THE SOUTHWEST CENTER SUBDIVISION, BOOK 17 MAPS & PLATS, PAGE 16, YAVAPAI COUNTY RECORDER {YCR} RECORD= MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FOR REFERENCE AT THE SOUTHWEST CORNER OF SAID SECTION 11, A FOUND BLM BRASS CAP; THENCE NORTH 76°30'51" EAST 1351.90 FEET (N 76°47'44"E 1351.83 FEET RA, TO STATION 977+47.98 RHT 63.22 BASIS OF BEARINGS RA) TO A FOUND 1/2 INCH REBAR NO IDENTIFICATION, TO WHICH A STAINLESS STEEL CAP LS 32230 WAS ADDED;

THENCE NORTH 01°10'20" WEST 2.80 FEET TO A SET 1/2 REBAR WITH ALUMINUM CAP LS 32230 ON THE NORTH RIGHT OF WAY OF SAID HWY 89A RA;

THENCE NORTH 01°10'20" WEST 206.90 FEET (N 00°57'W 209.6 FEET RECORD L={R1} BOOK 4389, PAGE 514, YCR TO A FOUND 1/2 INCH REBAR WITH CAP LS 29263 AT THE NORTHWEST CORNER OF R1 AND THE POINT OF BEGINNING;

THENCE NORTH 00°54'36" WEST 666.06 FEET (N 00°57'W PER PLAT HARMONY HILLS SUBDIVISION, BOOK 9 OF MAPS & PLATS, PAGE 1, YCR={RR}, N 00°56'W R) TO A FOUND 1/2 INCH REBAR, NO IDENTIFICATION, TO WHICH A STAINLESS STEEL CAP LS 32230 WAS ADDED;

THENCE SOUTH 78°00'15" WEST 210.61 FEET (S 77°54'35"W 211.6 R) TO A SET 1/2 INCH REBAR WITH ALUMINUM CAP LS 32230;

THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 85°56'46", A CHORD BEARING SOUTH 35°14'54"WEST A DISTANCE OF 34.08 FEET, AN ARC LENGTH OF 37.50 FEET (37.27 FEET R) TO A FOUND 1/2 INCH REBAR WITH BRASS TAG LS 27253;

THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 599.37 FEET, A CENTRAL ANGLE OF 05°30'22", A CHORD BEARING SOUTH 04°30'13"EAST A DISTANCE OF 57.58 FEET, AN ARC LENGTH OF 57.60 FEET (57.55 FEET R) TO A FOUND 1/2 REBAR WITH CAP LS 27253;

THENCE SOUTH 02°03'26" EAST 249.78 FEET (S 01°59'45"E 250.00 FEET R) TO A FOUND 1/2 INCH REBAR WITH BRASS TAG LS 27253;

THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 105.00 FEET, A CENTRAL ANGLE OF 83°47'36", A TANGENT LENGTH OF 94.20 FEET, A CHORD BEARING SOUTH 39°58'03" WEST A DISTANCE OF 140.24 FEET, AN ARC LENGTH OF 153.56 FEET (153.94 FEET R) TO A FOUND INCH REBAR WITH NO IDENTIFICATION, TO WHICH A STAINLESS STEEL CAP LS 32230 WAS ADDED;

THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 135.00 FEET, A CENTRAL ANGLE OF 90°00'05", A TANGENT LENGTH OF 135.00 FEET, A CHORD BEARING SOUTH 37°02'07" WEST A DISTANCE OF 190.92 FEET, AN ARC LENGTH OF 153.56 FEET (153.94 FEET R) TO A FOUND INCH REBAR WITH NO IDENTIFICATION, TO WHICH A STAINLESS STEEL CAP LS 32230 WAS ADDED;

THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 135.00 FEET, A CENTRAL ANGLE OF 90°00'05", A TANGENT LENGTH OF 135.00 FEET, A CHORD BEARING SOUTH 37°02'07" WEST A DISTANCE OF 190.92 FEET, AN ARC LENGTH OF 212.06 FEET (212.06 FEET R) TO A FOUND 1/2 INCH REBAR WITH BRASS TAG LS 27253;

THENCE SOUTH 07°56'28" EAST 84.16 FEET TO A FOUND SPIKE, NO IDENTIFICATION, TO WHICH ALUMINUM TAG LS 32230 WAS ADDED;

THENCE NORTH 82°21'06" EAST 419.96 FEET TO THE POINT OF BEGINNING.

SHEET INDEX

SHEET 1	COVER
SHEET 2	BOUNDARY, HARDSCAPE, TRACTS, SIGNAGE, DWELLING OUTLINES, EASEMENTS, AND OPEN PARKING
SHEET 3	INDIVIDUAL UTILITIES
SHEET 4	LANDSCAPE AREAS AND UNIT PARKING AREAS
SHEET 5	DWELLING DIMENSIONS/DETAILS

SURVEYOR'S CERTIFICATE:

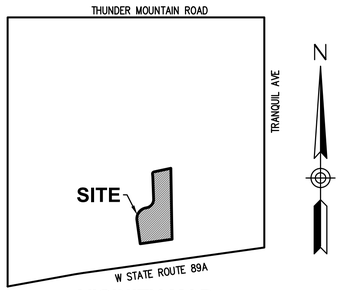
I, NICHOLAS W. JARRETT, A DULY LICENSED LAND SURVEYOR IN THE STATE OF ARIZONA, DO HEREBY CERTIFY THAT THIS MAP OR PLAT IS BASED ON A SURVEY PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION DURING THE MONTH OF MARCH, 2022; THAT THE SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT ALL MONUMENTS SHOWN EXIST AS OF THE DATE HEREON AND, ARE SUFFICIENT TO ALLOW THE SURVEY TO BE RETRACED.

NICHOLAS W. JARRETT
ARIZONA R.L.S. 54336

PRELIMINARY

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
54336
NICHOLAS W.
JARRETT
Date Signed 10-10-24
ARIZONA U.S.A.

TRACT	USE	TOTAL SQFT	TOTAL ACRES	AVERAGE SQFT PER UNIT	AVERAGE ACRES PER UNIT
A	ROADWAY AND OPEN PARKING	24,591	0.564	NA	NA
B	LANDSCAPE, OPEN AREA, DRAINAGE, AND BACK YARDS	36,901	0.847	615	0.014
C	POOL, OFFICE, GAZEBO, AND OPEN AREA (SHOWN)	1,499	0.034	25	0.001
D	TRAIL AND PEDESTRIAN ACCESS EASEMENT	7,037	0.161	NA	NA
E	LANDSCAPE, FRONT YARDS, DRIVEWAYS, AND OPEN AREAS	8,086	0.186	135	0.003
F	LANDSCAPE, OPEN AREA, DRAINAGE, AND BACK YARDS	16,956	0.389	282	0.006
G	LANDSCAPE, FRONT YARDS, DRIVEWAYS, AND OPEN AREAS	11,864	0.272	198	0.004
H	LANDSCAPE, FRONT YARDS, DRIVEWAYS, AND OPEN AREAS	12,617	0.289	210	0.005
TOTALS (BASED ON 60 UNITS)		119,551	2.744	1,465	0.033



VICINITY MAP
SEC 11, T17N, R5E
NTS

OWNER

MKC HOLDINGS LLC
15010 N 78TH WAY SUITE 109
SCOTTSDALE AZ 85260
PHONE: (602) 390-9401
CONTACT: KEITH HOLBEN
EMAIL: kh@mkcompany.com

SURVEYOR

LANDCOR CONSULTING
1955 S. VAL VISTA DR. #121
MESA, AZ 85204
PHONE: (810) 2878-8513
CONTACT: NICK JARRETT, R.L.S.
EMAIL: nick@landcorconsulting.com

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS PLAT IS N76°23'54"E BETWEEN THE SOUTHWEST CORNER OF SECTION 11, T17N, R5E, G&SRM, YAVAPAI COUNTY ARIZONA AND THE SOUTHEAST CORNER OF THE PARCEL DESCRIBED IN YAVAPAI COUNTY RECORDER DOC: 2019-0036166.

PROJECT DATA

ADDRESS:	10 NAVAJO DR CITY OF SEDONA
TAX ASSESSORS PARCEL NUMBER:	408-24-536B
ZONING	CO
PARCEL AREA:	196,020 SQFT. (4.5 ACRES)
TOTAL TRACT B AREA:	36,901 +/- SQFT. (1.246 +/- ACRES)
AVERAGE TRACT B AREA PER UNIT:	615 +/- SQFT. (0.014 +/- ACRES)
TOTAL TRACT F AREA:	16,956 +/- SQFT (0.389 +/- ACRES)
AVERAGE TRACT F AREA PER UNIT:	282 +/- SQFT (0.006 +/- ACRES)

LANDCOR CONSULTING
1955 S Val Vista Dr., Ste 121
Mesa, AZ 85204
Ph: (480) 553-9433
landcorconsulting.com

NAVAJO LOFTS
PRELIMINARY CONDOMINIUM PLAT
10 NAVAJO DRIVE
SEDONA, ARIZONA

DATE:

REVISIONS:

COVER

DATE: 10/10/24

PROJ. # : 1763

SHEET
1 OF 5

LEGEND

- ▲ – CONTROL POINT
- ● – SET 1/2" REBAR WITH ALUMINUM CAP "LS 32230"
- FOUND 5/8" REBAR W/CAP STAMPED "LS 40829"
- FOUND 3" ALUMINUM CAP STAMPED ADOT "LS 25396"
- FOUND 1/2" REBAR W/2" ALUMINUM CAP "LS 27253"
- FOUND 1/2" REBAR W/CAP STAMPED "LS 29263
- ○ – CALCULATED POSITION – NOTHING FOUND OR SET
- FOUND BLM BRASS CAP SW CORNER SECTION 11
- FOUND SHEPARD WESNITZER INC COTTON SPINDLE "LS 27253"
- FOUND 1/2" REBAR, NO ID, ADDED CAP "LS 32230"

TRACT B & F = OUTDOOR AREA AS DEFINED ON COVER SHEET

- STORMWATER LINE
- WATER LINE
- SEWER LINE
- TRACT DIVISION LINE
- WALL LINE
- BUILDING TIES TO THE UNFINISHED EXTERIOR BUILDING WALL
- UNFINISHED EXTERIOR BUILDING OUTLINE
- UNFINISHED INTERIOR GARAGE OUTLINE
- ENTRYWAY

SOUTHWEST DRIVE
NAVAJO DRIVE
SYMPHONY WAY
ARIA STREET
CANTABILE STREET
TRACT 'A'
TRACT 'B'
TRACT 'C'
TRACT 'D'
TRACT 'E'
TRACT 'F'
TRACT 'G'
TRACT 'H'
RECREATIONAL FACILITIES
POOL
OFFICE
CAZEBO
10' TRAIL AND PEDESTRIAN ACCESS ESMT. DEDICATED BY SEPARATE INSTRUMENT
30' SEWER ESMT. DEDICATED HEREON
SIDEWALK TYP.
FIRE LANE SIGN TYP.
SOUTHWEST CENTER BOOK 17 MAPS, PAGE 16, YCR
408-24-536C LUDEWIG 2019-0036166
408-24-106 PLAZA DE OESTE LLC 4389/514(R1)
HARMONY HILLS BOOK 9 MAPS, PAGE 1, YCR

SCALE: 1"=30'

PRELIMINARY

REGISTERED LAND SURVEYOR CERTIFICATE NO. 54336 NICHOLAS W. JARRETT Date Signed 10-10-24 ARIZONA, U.S.A.

LANDCOR CONSULTING
1955 S. Val Vista Dr., Ste 121
Mesa, AZ 85204
Ph: (480) 553-9433
landcorconsulting.com

NAVAJO LOFTS
PRELIMINARY CONDOMINIUM PLAT
10 NAVAJO DRIVE
SEDONA, ARIZONA

DATE:

REVISIONS:

BOUNDARY, EASEMENTS & HARDSCAPE

DATE: 10/10/24

PROJ. # : 1763

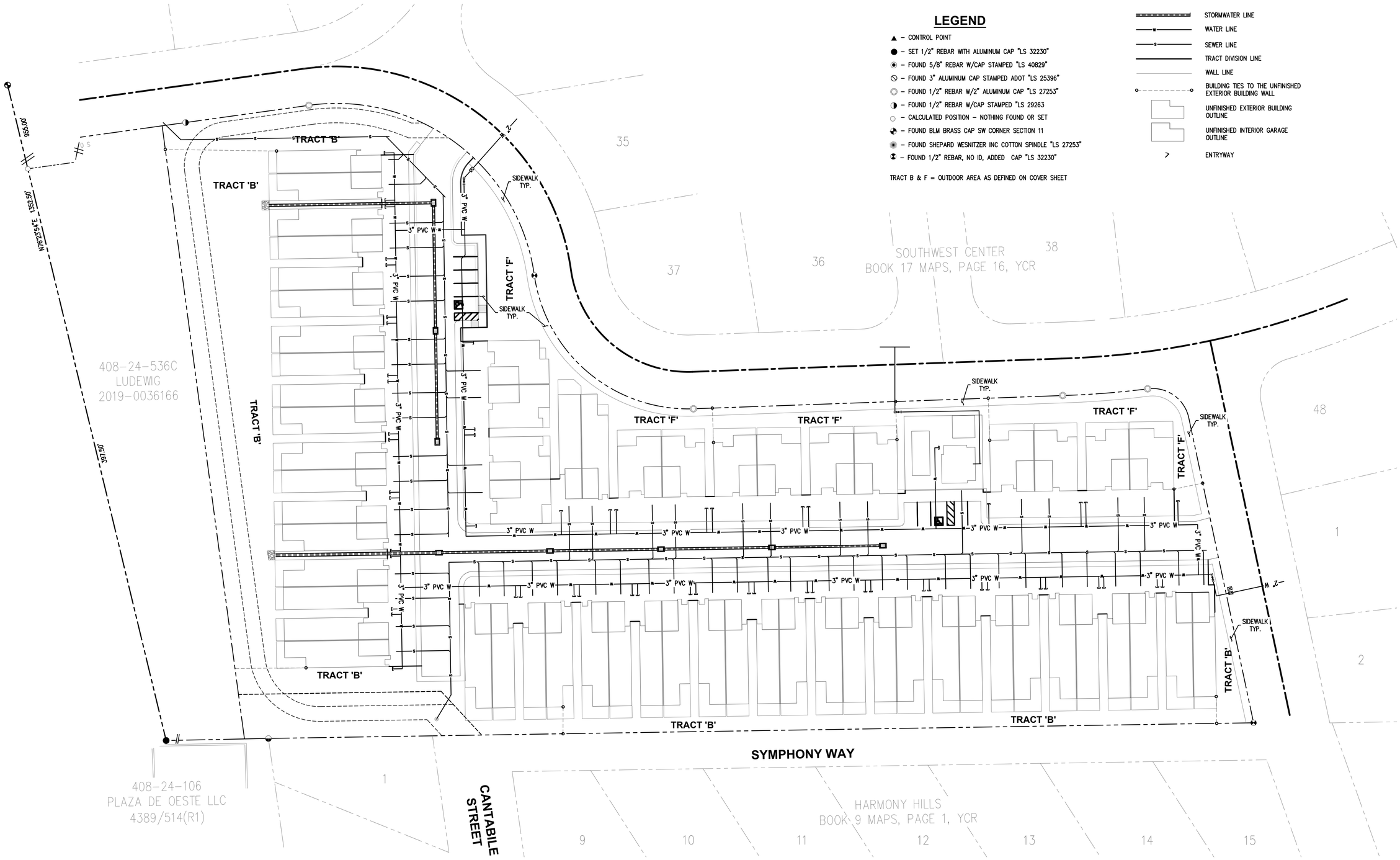
SHEET 2 OF 5

LEGEND

- ▲ – CONTROL POINT
- ● – SET 1/2" REBAR WITH ALUMINUM CAP "LS 32230"
- ◉ – FOUND 5/8" REBAR W/CAP STAMPED "LS 40829"
- ⊘ – FOUND 3" ALUMINUM CAP STAMPED ADOT "LS 25396"
- ◎ – FOUND 1/2" REBAR W/2" ALUMINUM CAP "LS 27253"
- ◑ – FOUND 1/2" REBAR W/CAP STAMPED "LS 29263
- ○ – CALCULATED POSITION – NOTHING FOUND OR SET
- ◔ – FOUND BLM BRASS CAP SW CORNER SECTION 11
- ◉ – FOUND SHEPARD WESNITZER INC COTTON SPINDLE "LS 27253"
- ⧗ – FOUND 1/2" REBAR, NO ID, ADDED CAP "LS 32230"

TRACT B & F = OUTDOOR AREA AS DEFINED ON COVER SHEET

- STORMWATER LINE
- WATER LINE
- SEWER LINE
- TRACT DIVISION LINE
- WALL LINE
- BUILDING TIES TO THE UNFINISHED EXTERIOR BUILDING WALL
- UNFINISHED EXTERIOR BUILDING OUTLINE
- UNFINISHED INTERIOR GARAGE OUTLINE
- > ENTRYWAY



SCALE: 1"=30'

PRELIMINARY

REGISTERED LAND SURVEYOR CERTIFICATE NO. 54336 NICHOLAS W. JARRETT DATE OF SIGNING 10-10-24 ARIZONA U.S.A.

LANDCOR CONSULTING
1955 S. Val Vista Dr., Ste 121
Mesa, AZ 85204
Ph: (480) 553-9433
landcorconsulting.com

NAVAJO LOFTS
PRELIMINARY CONDOMINIUM PLAT
10 NAVAJO DRIVE
SEDONA, ARIZONA

DATE:

REVISIONS:

INDIVIDUAL UTILITIES

DATE: 10/10/24

PROJ. # : 1763

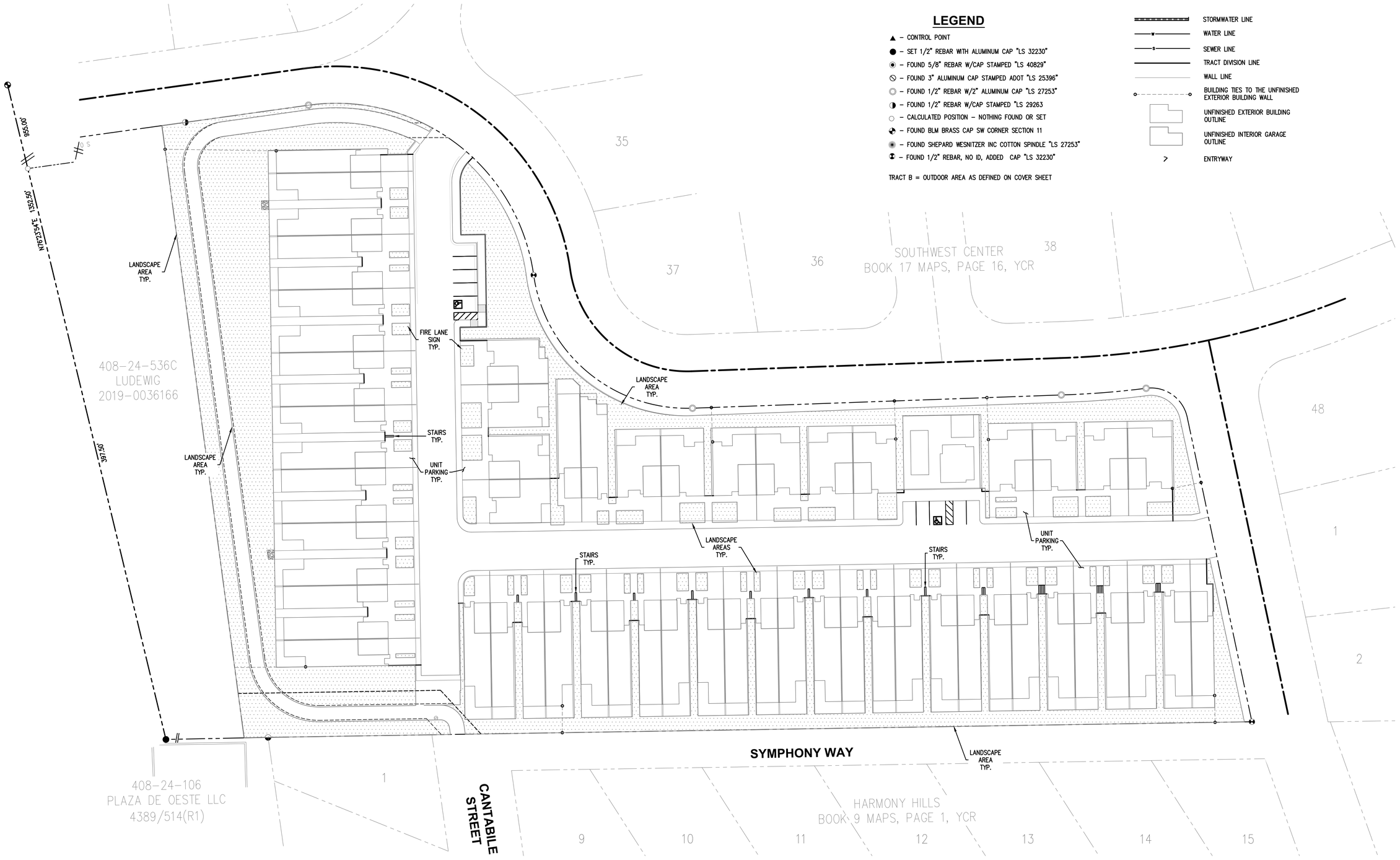
SHEET 3 OF 5

LEGEND

- ▲ – CONTROL POINT
- ● – SET 1/2" REBAR WITH ALUMINUM CAP "LS 32230"
- ◉ – FOUND 5/8" REBAR W/CAP STAMPED "LS 40829"
- ⦸ – FOUND 3" ALUMINUM CAP STAMPED ADOT "LS 25396"
- ◎ – FOUND 1/2" REBAR W/2" ALUMINUM CAP "LS 27253"
- ◑ – FOUND 1/2" REBAR W/CAP STAMPED "LS 29263
- ○ – CALCULATED POSITION – NOTHING FOUND OR SET
- ◔ – FOUND BLM BRASS CAP SW CORNER SECTION 11
- ◉ – FOUND SHEPARD WESNITZER INC COTTON SPINDLE "LS 27253"
- ⧗ – FOUND 1/2" REBAR, NO ID, ADDED CAP "LS 32230"

TRACT B = OUTDOOR AREA AS DEFINED ON COVER SHEET

- STORMWATER LINE
- WATER LINE
- SEWER LINE
- TRACT DIVISION LINE
- WALL LINE
- BUILDING TIES TO THE UNFINISHED EXTERIOR BUILDING WALL
- UNFINISHED EXTERIOR BUILDING OUTLINE
- UNFINISHED INTERIOR GARAGE OUTLINE
- > ENTRYWAY



N

30 15 0 15 30 60
SCALE: 1"=30'

PRELIMINARY

REGISTERED LAND SURVEYOR CERTIFICATE NO. 54336 NICHOLAS W. JARRETT Date of Signed 10-10-24 ARIZONA U.S.A.

LANDCOR CONSULTING
1955 S. Val Vista Dr., Ste 121
Mesa, AZ 85204
Ph: (480) 553-9433
landcorconsulting.com

NAVAJO LOFTS
PRELIMINARY CONDOMINIUM PLAT
10 NAVAJO DRIVE
SEDONA, ARIZONA

DATE:

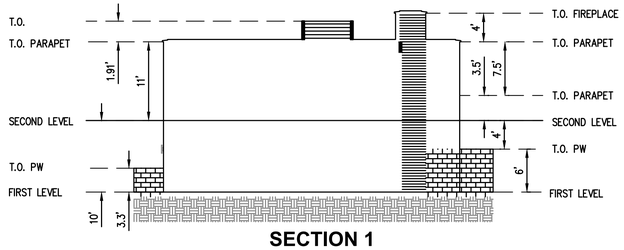
REVISIONS:

LANDSCAPE AREAS & UNIT PARKING

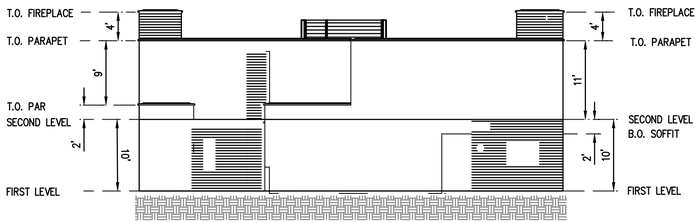
DATE: 10/10/24

PROJ. # : 1763

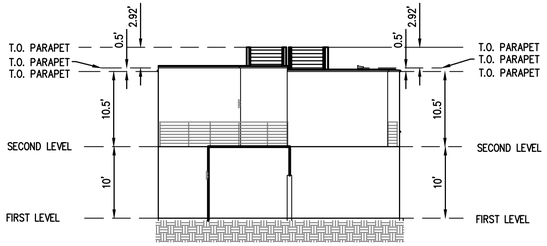
SHEET 4 OF 5



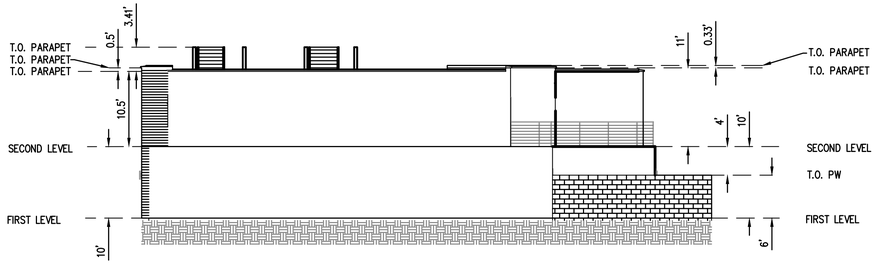
SECTION 1



SECTION 2



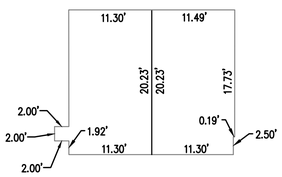
SECTION 3



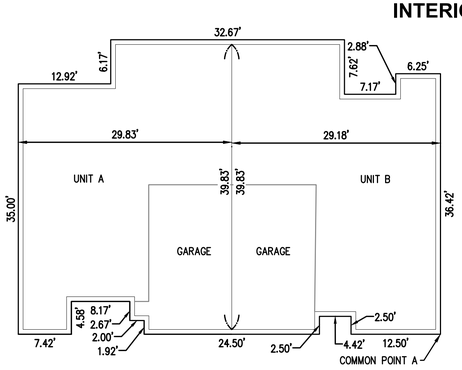
SECTION 4

NOTE:

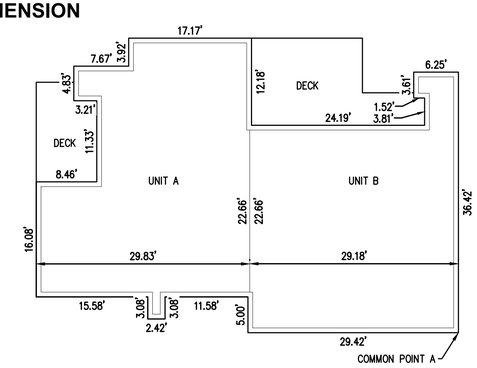
THE TOP FLOOR UNIT WALL DIMENSIONS DEPICTED HEREON FOR UNITS C & D OVERLAP THE BOTTOM FLOOR UNIT WALL DIMENSIONS DEPICTED HEREON FOR UNITS C & D. COMMON POINTS FOR UNITS SHOWN HEREON ARE DISPLAYED FOR REFERENCE.



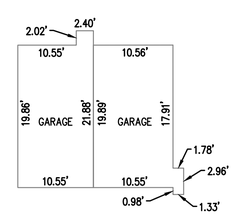
GARAGE
INTERIOR WALL DIMENSION



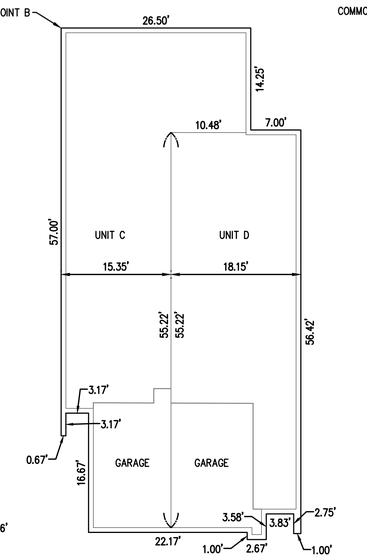
FIRST FLOOR
EXTERIOR WALL DIMENSION



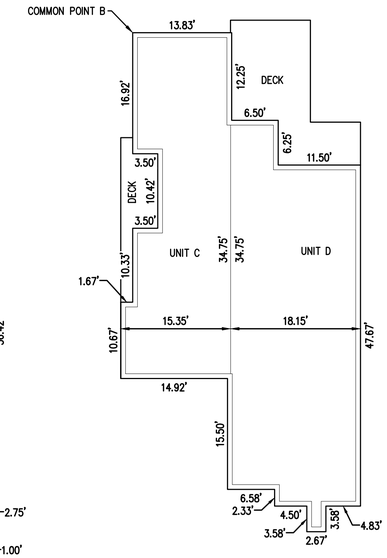
SECOND FLOOR
EXTERIOR WALL DIMENSION



GARAGE
INTERIOR WALL DIMENSION



FIRST FLOOR
EXTERIOR WALL DIMENSION



SECOND FLOOR
EXTERIOR WALL DIMENSION

10 5 0 5 10 20
SCALE: 1"=10'

UNITS A & B

10 5 0 5 10 20
SCALE: 1"=10'

UNITS C & D

PRELIMINARY

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
54336
NICHOLAS W.
JARRETT
Date Signed 10-10-24
ARIZONA U.S.A.

LANDCOR CONSULTING
1955 S. Val Vista Dr., Ste 121
Mesa, AZ 85204
Ph: (480) 553-9433
landcorconsulting.com

NAVAJO LOFTS
PRELIMINARY CONDOMINIUM PLAT
10 NAVAJO DRIVE
SEDONA, ARIZONA

DATE:

REVISIONS:

DWELLING DIMENSIONS & DETAILS

DATE: 10/10/24

PROJ. # : 1763

SHEET 5 OF 5

Attachment 2d

Development Agreement

2023-0038214 Page 1 of 15
08/30/2023 02:48 PM Recording Fee: $30.00
eRecorded in Yavapai County, AZ
Michelle M. Burchill, Recorder

DEVELOPMENT AGREEMENT
BETWEEN
CITY OF SEDONA AND MKC HOLDINGS, LLC

This Development Agreement ("Agreement") is effective as of the 27th day of June, 2023 ("Effective Date"), by and between the CITY OF SEDONA, an Arizona municipal corporation ("City"), and MKC HOLDINGS, LLC, an Arizona limited liability company ("Property Owner").

RECITALS

A. Property Owner owns certain real property located in Sedona, AZ, as more fully described in **Exhibit "A"**, attached hereto and made a part hereof ("Property").

B. Property Owner intends to improve and develop the Property by constructing certain residential improvements consisting of 60 multi-family/townhouse apartment units ("Project").

C. This Agreement is entered into by authority of A.R.S. § 9-500.5, the City finding that the consideration and commitments herein from and to the Property Owner and the City are justified based on other consideration provided hereby, including without limitation the economic benefits to the City and the overall community resulting from this Agreement and that this Agreement is consistent with the Sedona Community Plan in effect on the Effective Date of this Agreement.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the City and Property Owner agree as follows:

1. Shared Use Path Improvements.

1.1 Project Construction Costs. Property Owner shall provide the City an easement, substantially in the form as shown in **Exhibit "B"** attached hereto and made a part hereof ("Shared Use Path Easement"), for a public shared-use trail path along the southeast portion of the Property starting at Cantabile Street to the southern boundary then westerly to the west property line and shall at Property Owner's sole cost and expense, design, construct or cause to be constructed, and dedicate to the City the Shared Use Path (collectively the easement and Shared Use Path are referred to as the "SUP"), subject to the terms and conditions of this Agreement.

1.2 Design, Plans, Bidding, Construction and Dedication. Property Owner, at its sole cost and expense shall design, plan, bid, and construct the SUP and upon completion of the SUP shall dedicate the SUP to the City in accordance with applicable laws, including without limitation all laws, rules, ordinances and standards of the City. Property Owner, at its sole cost, shall be responsible for the preparation of infrastructure plans detailing the SUP subject to the approval of the City. Property Owner shall comply with all applicable state laws governing the procurement of services related to the construction of public infrastructure for which reimbursement is sought, including the requirements of Title 34 of the Arizona Revised Statutes. All plans required by this Agreement shall be funded by Property Owner but shall be prepared under the direction and approval of the City.

1.3 Dedication and Acceptance of the SUP. Upon substantial completion, i.e., completion of all major components of the SUP Property that the Owner is required to construct ("Substantial Completion"), Property Owner shall promptly dedicate and convey to the City the SUP, free and clear of all liens and encumbrances and at no cost to the City. The City Engineer or his/her

designee shall inspect the completed SUP, within no later than fifteen (15) days after Substantial Completion, to determine whether it has been constructed substantially in accordance with the applicable standards and the approved plans. Upon timely completion of the inspection and review the City shall either: (a) approve the construction of the SUP; or (b) provide a punch list of specific items that are not in accordance with applicable standards and/or the approved plans that are to be corrected by the Property Owner. If City fails to provide Property Owner, within forty-five (45) days after Substantial Completion, the punch list referenced above, the City shall be deemed to have approved and accepted the SUP. So long as the SUP is constructed in accordance with the applicable standards and approved plans, all punch lists items have been timely completed, the SUP is free and clear of all liens, and accurate "as built' drawings and plans of the SUP have been provided to the City, the City shall accept the SUP. Property Owner shall bear all risk of, and shall indemnify the City and its officials, employees and City Council members, against any claim arising prior to the City's acceptance of the SUP from any injury or property damage to any person, party or utility. After acceptance by the City, the Property Owner shall have no further obligation to the City or liability with respect to the SUP.

1.4 Warranty. From the date of acceptance of the SUP by the City, Property Owner or its contractor shall provide a one-year warranty against defective workmanship and/or materials related to the SUP. After the one-year warranty period, City shall be responsible for all future maintenance or repairs of the SUP. The requirements of this Section 1.4 survive the termination or expiration of this Agreement.

2. **SUP Cost Reimbursement.** Notwithstanding Section 1 of this Agreement, within thirty (30) days after Substantial Completion and acceptance of the dedication of the SUP, the City shall reimburse Property Owner 100 Percent (100%) of the SUP design and construction costs up to and including $300,000.00. In the event that the SUP design and construction costs exceeds $300,000.00, the City shall reimburse Property Owner Fifty Percent (50%) of the SUP design and construction costs in excess of $300,000.00, and the Property Owner shall be responsible for paying the remaining Fifty Percent (50%) of the SUP design and construction costs in excess of $300,000.00. The costs of the SUP is non-development impact fee eligible.

3. **Lease Term/Short Term Rentals**. Property Owner shall not lease any dwelling unit in the Project for an initial lease term of less than 90 days. Any tenant shall not be allowed to assign a lease or sublease a dwelling unit without the express prior written consent of the Property Owner. If an assignment or sublease is approved by the Property Owner such assignment or sublease shall not be for a term less than the balance of the existing lease term. Prior to leasing or selling any dwelling unit in the Project, Property Owner shall cause to be recorded a declaration of restrictions, covenants and conditions, or similar document, having a term of no less than thirty (30) years, prohibiting the use of any dwelling unit in the Project as a short-term rental, as defined in Sedona City Code 5.25.020. The requirements of this Section 3 shall survive the termination or expiration of this Agreement.

4. **Default.** A party shall be in default under this Agreement if it fails to perform, in any material respect, any covenants made by it or obligations assumed by it under this Agreement, which failure adversely affects the other party's interest under this Agreement, and in such an event, each party shall be entitled to all available legal and equitable remedies, including, but not limited to, the right of specific performance, including all costs of enforcement of this Agreement, with reasonable attorneys' fees and costs paid to the prevailing party.

5. **MISCELLANEOUS PROVISIONS.**

5.1 Entire Agreement. This Agreement, including the following exhibits which are incorporated in this Agreement by reference, constitutes the entire agreement and understanding of the parties hereto and supersedes all offers, negotiations and other agreements of any kind. This Agreement may be amended only in writing and signed by both parties. This Agreement and all the covenants, terms and provisions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated by any party, without the prior written consent of the other party. Such consent may not be unreasonably withheld or delayed. This Agreement is not intended to confer any rights or benefits to any individual or entity other than to the City and to Property Owner, nor shall anything contained herein create any partnership, joint venture or similar arrangement between the Property Owner and the City. Entire Agreement. This provision applies only to the entirety of this Agreement; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.

Exhibit "A" Legal Description of Property

Exhibit "B" Shared Use Path Easement and Plans

5.2 Arizona Law. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Arizona.

5.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.

5.4 Notices. All notices required to be given under this Agreement shall be deemed given upon the earlier of actual receipt or five (5) days after being mailed by registered or certified mail, return receipt requested, addressed as follows:

If to City:	City Manager 105 Roadrunner Drive Sedona, AZ 86336
With a copy to:	City Attorney 105 Roadrunner Drive Sedona, Arizona 86336
If to Property Owner:	MKC Holdings, LLC 15010 N. 78th Way, Suite 109 Scottsdale, AZ 85260
With a copy to:	Tiffany & Bosco, P.A. John A. Hink, Esq. 2525 E. Camelback Road Floor 7 Phoenix, AZ 85016

5.5 Authority. This Agreement is not intended to supersede the authority granted by law to any regulatory board or agency of the City. Therefore, nothing in this Agreement shall be construed or implied to require the City's Planning and Zoning Commission or any other regulatory boards or agencies of the City (however designated) to approve the plans for any aspect of the Project or

other action required under this Agreement.

5.6 Time of Essence. Time is of the essence and a material provision of this Agreement.

5.7 Tax Consequences. City makes no representation concerning the tax consequences or liability resulting from this Agreement. The parties have each had an opportunity to consult with legal counsel concerning the terms and effects of this Agreement and either party's failure to do so is at its own choosing.

5.8 Conflicts of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511, relating to conflicts of interest.

5.9. No Personal Liability. No current or former member, official, or employee of the City or Property Owner when acting within the scope of their official capacity shall be personally liable (a) in the event of any default or breach by the City or Property Owner, as applicable; (b) for any amount which may become due to the nonbreaching party or its successor or assign; or (c) pursuant to any obligation of the City or Property Owner, as applicable, under the terms of this Agreement.

5.10. Termination for Violation of Law. In the event the terms of this Agreement are determined to be in violation of any Federal, State, County or City law, regulation or ordinance, the either party may terminate this Contract immediately upon giving written notice to the other party.

5.11. Effective Date and Term. This Agreement shall be effective (the "Effective Date") upon execution by the Parties hereto and recordation in accordance with A.R.S. § 9-500.05 (as amended). The term of this Agreement shall extend from the Effective Date of this Agreement and shall automatically terminate upon completion of the SUP and acceptance by the City.

5.12. Governing Law/Jury Trial Waiver. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. This Agreement has been made and entered into in Coconino County, Arizona and any lawsuit to dispute or enforce any provision of this Agreement must be brought in Coconino County, Arizona. Both Parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this Agreement or the subject matter thereof and consent to a trial to the court.

6. WAIVER OF CLAIM FOR DIMINUTION IN VALUE.

6.1. Property Owner agrees and understands that the City is entering into this Agreement in good faith and with the understanding that the City will not be subject to a claim for diminished value of the Property from the Property Owner or other parties having an interest in the Property as a result of the SUP, and any other right, duty, or obligation arising from the terms of this Agreement.

6.2. By signing this waiver, Property Owner waives and fully releases any and all financial loss, claims, suits, damages, right to compensation, diminution of value or cause of action Property Owner may have now or in the future under the provisions of A.R.S. § 12-1134 through and including A.R.S. § 12-1136 (but specifically excluding any provisions included therein related to eminent domain) arising from this Agreement and the construction of the SUP pursuant to this Agreement. This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under the Private Property Rights Protection Act with regard to the Property arising from the placement of SUP on the Property pursuant to this

Agreement. Property Owner agrees to indemnify, hold harmless, and defend City, its officers, employees, and agents, from any and all claims, causes of actions, demands, losses and expenses arising from this Agreement, including attorney's fees and litigation costs, that may be asserted by or may result from any of the present or future owners of any interest in the Property seeking potential compensation, damages, attorney's fees, or costs under the Act that they may have, as a result of the application of the City's existing land use laws under this Agreement. Property Owner acknowledges and agrees that neither this Agreement nor any action of the City related thereto will result in a reduction of the fair market value of the Property as defined in A.R.S. § 12-1136.

6.3. This waiver runs with the land and is binding upon all present and future owners of the Property. Property Owner warrants and represents that it owns all right, title and interest to the Property, free and clear of any lien or encumbrance, and that no other person has an ownership interest in the Property. The person who signs on behalf of Property Owner personally warrants and guarantees to the City he/she has the legal power to bind the Property Owner to this waiver.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth above.

CITY OF SEDONA,
an Arizona municipal corporation

DocuSigned by:
Karen Osburn
2CBB6B38C7F24C8...
Karen Osburn, City Manager

ATTEST:

DocuSigned by:
Jodene Cook
F3F3574389784E3...
City Clerk (SEAL)

APPROVED AS TO FORM:

DocuSigned by:
Kurt W. Christianson
DA6BB971B6AF411...
Kurt W. Christianson, City Attorney

MKC Holdings, LLC.
an Arizona limited liability company

By: DocuSigned by:
Keith Holben
5927B29255204D2...
Keith Holben, Manager

Exhibit "A"
(Property)

EXHIBIT A

LEGAL DESCRIPTION

4.5 Acres more or less

153.56 feet (153.94 feet R) to a found ½ inch rebar with no identification, to which a stainless steel cap LS 32230 was added;

Thence, along a non-tangent curve to the left having a radius of 135.00 feet, a central angle of 90°00'05", a tangent length of 135.00 feet, a chord bearing South 37°02'07" West a distance of 190.92 feet, an arc length of212.06 feet (212.06 feet R) to a found½ inch rebar with brass tag LS 27253);

Thence South 07°56'28" East 84.16 feet to a found spike, no identification, to which aluminum tag LS 32230 was added;

Thence South 07°56'28" East 16.00 feet to a set½ inch rebar with aluminum cap LS 32230;

Thence North 82°21'06" East 418.06 feet to the POINT OF BEGINNING.

CONTAINING 196,163 square feet+/- or 4.50 acres more or less.

Subject to the all covenants and agreements of record and as shown on that ALTA/NSPS Survey of even date made a part hereto by this reference

Exhibit "B"
(Shared Use Path Easement)

LEGAL DESCRIPTION
Ludewig 408-24-124G REVISED 7-11-19
4.5 Acres more or less

A Portion of the Southwest Quarter of the Southwest Quarter (SW1/4, SW1/4) of Section 11, Township 17 North, Range 5 East, Gila and Salt River Base and Meridian, Yavapai County, Arizona lying North of U.S. Highway 89A per ADOT Plan Project S-366-709 Record ADOT={Ra} and Southeast of the SOUTHWEST CENTER SUBDIVISION, Book 17 Maps & Plats, Page 16, Yavapai County Recorder {YCR} Record=[R] more particularly described as follows:

COMMENCING FOR REFERENCE at the Southwest corner of said Section 11, a found BLM Brass cap; Thence North 76°30'51" East 1351.90 feet (N 76°47'44"E 1351.83 feet Ra, to Station 977+47.98 RHT 63.22 basis of bearings Ra) to a found ½ inch rebar no identification, to which a stainless steel cap LS 32230 was added; Thence North 01°10'20" West 2.80 feet to a set ½" rebar with aluminum cap LS 32230 on the north right of way of said Hwy 89A Ra; Thence North 01°10'20" West 190.79 feet (N 00°57' W R) to a set ½ inch rebar with aluminum cap LS 32230 and the POINT OF BEGINNING;

Thence continue North 01°10'20" West 16.10 feet to a found to a found ½ inch rebar with cap LS 29263 at the northwest corner of R1;

Thence North 00°54'36" West 666.06 feet (N 00°57' W per Plat HARMONY HILLS SUBDIVISION, Book 9 of Maps & Plats, Page 1, YCR={Rp}, N 00°56' W R) to a found ½ inch rebar, no identification, to which a stainless steel cap LS 32230 was added;

THENCE South 78°00'15" West 210.61 feet (S 77°54'35" W 211.6 R) to a set ½ inch rebar with aluminum cap LS 32230;

Thence, along a non-tangent curve to the left having a radius of 25.00 feet, a central angle of 85°56'46", a chord bearing South 35°14'54" West a distance of 34.08 feet, an arc length of 37.50 feet (37.27 feet R) to a found ½ inch rebar with brass tag LS 27253;

Thence, along a non-tangent curve to the right having a radius of 599.37 feet, a central angle of 05°30'22", a chord bearing South 04°30'13" East a distance of 57.58 feet, an arc length of 57.60 feet (57.55 feet R) to a found ½" rebar with cap LS 27253;

Thence South 02°03'26" East 249.78 feet (S 01°59'45" E 250.00 feet R) to a found ½ inch rebar with brass tag LS 27253;

Thence, along a non-tangent curve to the right having a radius of 105.00 feet, a central angle of 83°47'36", a tangent length of 94.20 feet, a chord bearing South 39°58'03" West a distance of 140.24 feet, an arc length of

Ivo W. Buddeke III, RLS 32230
5280 Bentley Drive, Rimrock, AZ 86335
928-567-1414 email ivorls@gmail.com

LEGAL DESCRIPTION
Ludewig 408-24-124G REVISED 7-11-19
4.5 Acres more or less

153.56 feet (153.94 feet R) to a found ½ inch rebar with no identification, to which a stainless steel cap LS 32230 was added;

Thence, along a non-tangent curve to the left having a radius of 135.00 feet, a central angle of 90°00'05", a tangent length of 135.00 feet, a chord bearing South 37°02'07" West a distance of 190.92 feet, an arc length of 212.06 feet (212.06 feet R) to a found ½ inch rebar with brass tag LS 27253);

Thence South 07°56'28" East 84.16 feet to a found spike, no identification, to which aluminum tag LS 32230 was added;

Thence South 07°56'28" East 16.00 feet to a set ½ inch rebar with aluminum cap LS 32230;

Thence North 82°21'06" East 418.06 feet to the POINT OF BEGINNING.

CONTAINING 196,163 square feet +/- or 4.50 acres more or less.

Subject to the all covenants and agreements of record and as shown on that ALTA/NSPS Survey of even date made a part hereto by this reference

EXPIRES 03/31/2022

REGISTERED LAND SURVEYOR
CERTIFICATE No.
32230
IVO W. BUDDEKE III
Date Signed
ARIZONA U.S.A.

dated 7/11/19

Ivo W. Buddeke III, RLS 32230
5280 Bentley Drive, Rimrock, AZ 86335
928-567-1414 email ivorls@gmail.com

EXHIBIT A

SHARED USE PATH AND PEDESTRIAN ACCESS EASEMENT DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 17 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THAT LOT DESCRIBED IN DEED NUMBER 2019-0036008 AS RECORDED IN THE YAVAPAI COUNTY RECORDERS OFFICE, YAVAPAI COUNTY, ARIZONA FROM WHICH A POINT ON THE EAST LINE OF SAID PARCEL BEARS SOUTH 0°54'36" EAST, A DISTANCE OF 666.06 FEET, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY OF SYMPHONY WAY;

THENCE ALONG THE EAST LINE OF SAID LOT AND SAID RIGHT OF WAY SOUTH 0°54'36" EAST, A DISTANCE OF 521.82 FEET TO A POINT ON SAID RIGHT OF WAY AND TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID RIGHT OF WAY AND SAID LOT LINE SOUTH 0°54'36" EAST, A DISTANCE OF 26.87 FEET;

THENCE DEPARTING SAID RIGHT OF WAY SOUTH 47°11'08" WEST, A DISTANCE OF 14.78 FEET;

THENCE SOUTH 0°54'36" EAST, A DISTANCE OF 72.05 FEET TO THE BEGINNING OF A CURVE TO THE SOUTHWEST HAVING A RADIUS OF 47.00 FEET, A CENTRAL ANGLE OF 83°15'42" AND A CHORD THAT BEARS SOUTH 40°43'15" WEST, A CHORD DISTANCE OF 62.45 FEET;

THENCE ALONG THE ARC OF SAID CURVE 68.30 FEET;

THENCE SOUTH 82°21'06" WEST, A DISTANCE OF 333.59 FEET TO THE BEGINNING OF A CURVE TO THE NORTHWEST HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 89°42'26" AND A CHORD THAT BEARS NORTH 52°47'41" WEST, A CHORD DISTANCE OF 42.32 FEET;

THENCE ALONG THE ARC OF SAID CURVE 46.97 FEET;

THENCE NORTH 7°56'28" WEST, A DISTANCE OF 59.20 FEET TO THE BEGINNING OF A CURVE TO THE NORTHEAST HAVING A RADIUS OF 131.98 FEET, A CENTRAL ANGLE OF 30°35'06" AND A CHORD THAT BEARS NORTH 7°21'05" EAST, A CHORD DISTANCE OF 69.62 FEET;

THENCE ALONG THE ARC OF SAID CURVE 70.45 FEET;

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
54336
NICHOLAS W.
JARRETT
Date Signed 8-23-23
ARIZONA U.S.A.

EXHIBIT B MADE A PART HERETO

LANDCOR CONSULTING
1955 S. Val Vista Dr., Ste. 121
Mesa, AZ 85204
Ph: (480) 553-9433
landcorconsulting.com

DATE: 08/23/23	SEDONA LOFTS SHARED USE PATH EASEMENT	JOB NO. 1763
SCALE: N.T.S.		

EXHIBIT A

EASEMENT DESCRIPTION CONTINUED

THENCE NORTH 0°00'00" EAST, A DISTANCE OF 7.70 FEET TO A POINT ON THE EAST RIGHT OF WAY OF NAVAJO DRIVE AND TO A POINT ON A CURVE TO THE NORTHEAST HAVING A RADIUS OF 135.00 FEET, SAID RADIUS POINT BEARS SOUTH 64°24'02" EAST, THENCE ALONG SAID CURVE AT A CENTRAL ANGLE OF 8°31'52" AND A CHORD THAT BEARS NORTH 29°51'54" EAST, A CHORD DISTANCE OF 20.08 FEET;

THENCE ALONG THE ARC OF SAID CURVE 20.10 FEET;

THENCE DEPARTING SAID RIGHT OF WAY SOUTH 0°00'00" EAST, A DISTANCE OF 27.16 FEET TO THE BEGINNING OF A CURVE TO THE SOUTHWEST HAVING A RADIUS OF 121.98 FEET, A CENTRAL ANGLE OF 31°30'28" AND A CHORD THAT BEARS SOUTH 7°48'46" WEST, A CHORD DISTANCE OF 66.23 FEET;

THENCE ALONG THE ARC OF SAID CURVE 67.08 FEET;

THENCE SOUTH 7°56'28" EAST, A DISTANCE OF 59.20 FEET TO THE BEGINNING OF A CURVE TO THE SOUTHEAST HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°42'26" AND A CHORD THAT BEARS SOUTH 52°47'41" EAST, A CHORD DISTANCE OF 28.21 FEET;

THENCE ALONG THE ARC OF SAID CURVE 31.31 FEET;

THENCE NORTH 82°21'06" EAST, A DISTANCE OF 333.59 FEET TO THE BEGINNING OF A CURVE TO THE NORTHEAST HAVING A RADIUS OF 37.00 FEET, A CENTRAL ANGLE OF 83°15'42" AND A CHORD THAT BEARS NORTH 40°43'15" EAST, A CHORD DISTANCE OF 49.16 FEET;

THENCE ALONG THE ARC OF SAID CURVE 53.77 FEET;

THENCE NORTH 0°54'36" WEST, A DISTANCE OF 89.95 FEET;

THENCE NORTH 47°11'08" EAST, A DISTANCE OF 28.22 FEET TO THE POINT OF BEGINNING.

CONTAINS 7,037 +/- SQUARE FEET OR 0.1615 +/- ACRES.

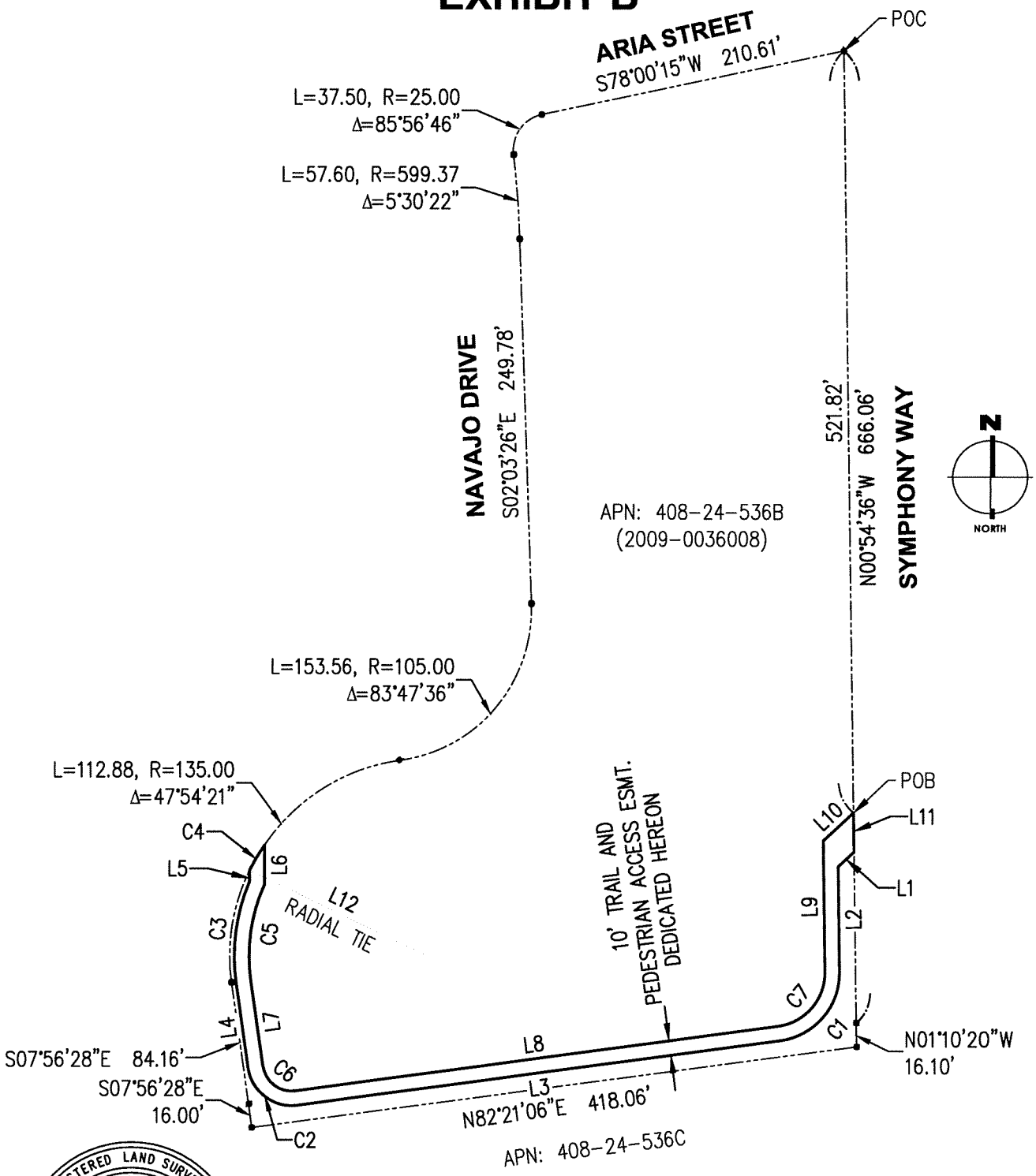
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
54336
NICHOLAS W.
JARRETT
Date Signed 8-23-23
ARIZONA, U.S.A.

EXHIBIT B MADE A PART HERETO

LANDCOR CONSULTING
1955 S. Val Vista Dr., Ste. 121
Mesa, AZ 85204
Ph: (480) 553-9433
landcorconsulting.com

DATE: 08/23/23	SEDONA LOFTS SHARED USE PATH EASEMENT	JOB NO. 1763
SCALE: N.T.S.		

EXHIBIT B



SEE SHEET 4 FOR LINE AND CURVE TABLES
EXHIBIT A MADE A PART HERETO

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
54336
NICHOLAS W.
JARRETT
Date Signed 8-23-23
ARIZONA, U.S.A.

Nicholas W. Jarrett

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Mesa, AZ 85204
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DATE: 08/23/23	SEDONA LOFTS SHARED USE PATH EASEMENT	JOB NO. 1763
SCALE: 1" = 100'		

PAGE 3 OF 4

EXHIBIT B

LINE TABLE		
NO.	LENGTH	DIRECTION
L1	14.78'	S47°11'08"W
L2	72.05'	S00°54'36"E
L3	333.59'	S82°21'06"W
L4	59.20'	N07°56'28"W
L5	7.70'	N00°00'00"E
L6	27.16'	S00°00'00"E
L7	59.20'	S07°56'28"E
L8	333.59'	N82°21'06"E
L9	89.95'	N00°54'36"W
L10	28.22'	N47°11'08"E
L11	26.87'	S00°54'36"E
L12	135.00'	S64°24'02"E

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
54336
NICHOLAS W.
JARRETT
Date Signed 8-23-23
ARIZONA, U.S.A.

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	68.30'	47.00'	83°15'42"	S40°43'15"W	62.45'
C2	46.97'	30.00'	89°42'26"	N52°47'41"W	42.32'
C3	70.45'	131.98'	30°35'06"	N07°21'05"E	69.62'
C4	20.10'	135.00'	8°31'52"	N29°51'54"E	20.08'
C5	67.08'	121.98'	31°30'28"	S07°48'46"W	66.23'
C6	31.31'	20.00'	89°42'26"	S52°47'41"E	28.21'
C7	53.77'	37.00'	83°15'42"	N40°43'15"E	49.16'

EXHIBIT A MADE A PART HERETO

LANDCOR CONSULTING
1955 S. Val Vista Dr., Ste. 121
Mesa, AZ 85204
Ph: (480) 553-9433
landcorconsulting.com

DATE: 08/23/23	SEDONA LOFTS SHARED USE PATH EASEMENT	JOB NO. 1763
SCALE: N.T.S.		

Site Plans North and South removed due to legibility. Original documents on file with Sedona City Clerk, 102 Roadrunner Drive, Sedona, AZ 86336, 928-282-3113

Attachment 2e

Draft Condominium Declaration

CONDOMINIUM DECLARATION
FOR
THE HOMEOWNERS OF NAVAJO LOFTS

10 Navajo Drive
Sedona, AZ 86336

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Plat

Effective 3/20/2024

DO NOT REMOVE

This is part of the official document

DECLARATION OF CONDOMINIUM

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DECLARATION OF CONDOMINIUM
DECLARATION OF CONDIMINIUM AND OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
NAVAJO LOFTS
A CONDOMINIUM PROJECT

This Declaration of Condominium and of Covenants, Conditions, and Restrictions for Navajo Lofts is made effective this _____ day of _____ 2024, MKC Holdings, LLC, an Arizona limited liability company (collectively referred to as the "Declarant").

RECITALS

This Declaration incorporates the Condominium Plat and the Bylaws.

Declarant makes this declaration on the basis of the following facts and intentions:

A. Declarant is the owner of a certain tract of land located in the county of Yavapai, state of Arizona, more particularly described as:

See Exhibit "A" attached hereto.

B. Declarant intends to establish a condominium under the provisions of A.R.S. §§ 33-1211 et seq., providing for separate title to eacn'unirwtthin the project and an undivided interest in and to all of the remaining property.

C. Declarant intends to impose on such property beneficial restrictions under a general plan of improvement for the benefit of all of the condominiums and the owners of such condominiums.

D. By this Declaration, Declarant establishes a plan for the individual ownership of the real property estate. This estate consists of the area of space contained in each Unit and all of the remaining portions of the condominium project subsequently defined and referred to as the Common Elements. The Declarant also establishes a plan for the co-ownership by the individuals and separate owners of such Units as tenants-in-common of such Common Elements.

Declarant declares that the property described in this document must be held, conveyed, encumbered, used, occupied, and improved subject to the following declarations, limitations, restrictions, covenants, conditions, and easements, all of which are in furtherance of a plan for subdivision, improvement, and sale of the real property and are established for the purpose of enhancing the value, desirability, and attractiveness of the real property and every part of such real property. All of the limitations, covenants, conditions, restrictions, and easements will run with the real property and will be binding on all parties having or acquiring any rights, title, or interest in such real property or to such real property and must be for the benefit of each owner of such interest and inure to the benefit of and be binding on each successor in interest of such owners.

ARTICLE I
DEFINITIONS

1. "Allocated interests" means the undivided interests in the Common Elements, the common expense liability and votes in the Association allocated to each Unit.

2. "Association" or "Unit Owners' Association" means the unit owners' association organized under A.R.S. §§33-1241.

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3. "Board of Directors" means the body, regardless of its name, designated in the Declaration and given general management powers to act on behalf of the Association.

4. "Bylaws" means the bylaws required by A.R.S. §§ 33-1246.

5. "Common Elements" means all portions of a condominium other than the units.

6. "Common expense liability" means the liability for common expenses allocated to each Unit pursuant to A.R.S. §§ 33-1217.

7. "Common expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

8. "Condominium" means real estate, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of the separate portions. Real estate is not a condominium unless the undivided interests in the Common Elements are vested in the Unit Owners.

9. "Condominium documents" means the declaration, bylaws, condominium plat, and rules, if any.

10. "Declarant" means MKC Holdings, LLC and any person or entity whom they may transfer any Special Declarant Right.

11. "Declaration" means any instruments, however denominated, that create a condominium and any amendments to those instruments.

12. "Development rights" means any right or combination of rights reserved by or granted to a declarant in the declaration to do any of the following:

    (a) Add real estate to a condominium.

    (b) Create easements, units, common elements or limited common elements within a condominium.

    (c) Subdivide units, convert units into common elements or convert common elements into units.

    (d) Withdraw real estate from a condominium.

    (e) Make the condominium part of a larger condominium or planned community.

    (f) Amend the Declaration during any period of declarant control, pursuant to A.R.S. §§ 33-1243, subsection D, to comply with applicable law or to correct any error or inconsistency in the Declaration, if the amendment does not adversely affect the rights of any unit owners.

    (g) Amend the Declaration during any period of declarant control, pursuant to A.R.S. §§ 33-1234, subsection D, to comply with the rules or guidelines, in effect from time to time, of any governmental or quasi-governmental entity or federal corporation guaranteeing or insuring mortgage loans or governing transactions involving mortgage instruments.

13. "Identifying number" means a symbol or address that identifies one unit in a condominium.

14. "Limited Common Element" means a portion of the common elements specifically designated as a limited common element in the declaration and allocated by the declaration or by operation of A.R.S. §§ 33-1212, paragraph 2 or 4 for the exclusive use of one or more but fewer than all of the Units.

15. "Maintenance and repair" includes but is not limited to operation, administration, (including legal and accounting expenses), maintenance, repair, replacement, improvement, demolition, reconstruction, redesign, alteration, repaving, resurfacing, cleaning painting, and generally maintaining the property in a good condition, neat and clean in appearance, free of debris.

16. "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity. In the case of a subdivision trust, as defined in A.R.S. §§ 6-801, person means the beneficiary of the trust who holds the right to subdivide, develop or sell the real estate rather than the trust or trustee.

17. "Real estate" means any legal, equitable, leasehold or other estate or interest in, over or under land, including

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structures, fixtures and other improvements and interests which by custom, usage or law pass with a conveyance of land though not described in the contract of sale or instrument of conveyance. Real estate includes parcels with or without upper or lower boundaries and spaces that may be filled with air or water.

18. "Rules" means the provisions, if any adopted pursuant to the Declaration or bylaws governing maintenance and use of the units and common elements.

19. "Special declarant rights" means any right or combination of rights reserved by or granted to a declarant in the declaration to do any of the following:

    (a) Construct improvements provided for in the declaration.

    (b) Exercise any development right.

    (c) Maintain sales offices, management offices, signs advertising the condominium, and models.

    (d) Use easements through the Common Elements for purpose of making improvements within the Condominium or with real estate which may be added to the Condominium.

    (h) Appoint or remove an office of the Association or any Board of Directors member during any period of declarant control.

20. "Unit" means a portion of the Condominium designated for separate ownership or occupancy.

21. "Unit Owner" means a declarant or other person who owns a unit. In the case of a contract for conveyance, as defined in A.R.S. §§ 33-741, or real property, Unit Owner means the purchaser of the unit.

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ARTICLE II
SUBMISSION OF PROPERTY; UNIT BOUNDARIES; ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES

2.0 Submission of Property. The real property described on Exhibit A attached to this Declaration and on the Plat, together with all Improvements, easements, rights and appurtenances thereto, is hereby submitted to a Condominium in accordance with the provisions of the Condominium Act. The Identifying Numbers of the Units submitted to the Condominium are those Units consecutively numbered 1 and 2, inclusive, as shown on the Plat.

2.1 Unit Boundaries.

(A) The physical boundaries of each Unit are the interior unfinished surfaces of the perimeter walls, floors, ceilings, doors, and windows of the Unit with: (i) the underside of the finished but undecorated ceiling as the top horizontal boundary; (ii) the top of the finished but undecorated flooring shall be the bottom horizontal boundary; and (iii) the interior of the finished but undecorated walls shall be the vertical boundaries. All paneling, tiles, wallpaper, paint, finished flooring and any other material constituting any party of the finished surfaces are a part of the Unit, and all other portions of the walls, floors or ceilings are a part of the Common Elements. The structural elements of exterior windows and doors shall be Limited Common Elements allocated to that Unit as provided in Section 2.1(D) below.

(B) If any chute, flue, duct, wire, conduit, bearing wall, bearing column, heating or air conditioning unit or apparatus or other fixture lies partially within and partially outside the boundaries of a Unit, any portion serving only that Unit is a Limited Common Element allocated solely to that Unit and any portion serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.

(C) Subject to the provisions of subsection B of this section all spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are part of the Unit.

(D) Any shutters, awnings, window boxes, doorsteps, stoops, porches, balcony areas, entryways, or patio areas, and all exterior doors and glass windows or other fixtures designed to serve a single Unit, but located outside of the Unit's physical boundaries, are Limited Common Elements allocated exclusively to that Unit. Stairways and entry walks designated for use by a Unit or Units in a Building, but less than all of the Units in the Condominium, and located outside of the physical boundaries of a Unit shall be Limited Common Elements allocated to the Unit or Units in the Building served by such stairways and entry walks. The Limited Common Element shall include the front yard areas as designated on the Plat.

(E) In the event of an inconsistency or conflict between the provisions of this section and the Plat, the Plat shall control.

(F) The physical boundaries of a Unit shall be considered to be the proper boundaries regardless of the settling, rising or lateral movement of the Buildings and regardless of any variances between the boundaries shown on the Plat and the actual physical boundaries.

(G) Declarant reserves the right to relocate the boundaries between adjoining Units owned by the Declarant and to reallocate each such Unit's Common Element interest, votes in the Association and Common Expense liabilities subject to and in accordance with ARS §33-222.

(H) Each Unit includes a Garage as an integral part of the Unit.

2.2 Allocation of Common Element Interest. The undivided interest in the Common Elements of the Association shall be allocated equally among the Units. Accordingly, each Unit's percentage interest in the Common Elements shall be Fifty Percent (50%).

2.3 Allocation of Common Expense Liabilities. The undivided interest in the Common Expense Liability of the Association shall be allocated equally among the Units, with each Unit responsible for Fifty Percent (50%) of the Common Expense Liability.

2.4 Allocation of Votes in the Association. The votes in the Association shall be allocated equally among the two Units with each Unit having one (1) vote. An Owner's voting rights are subject to suspension as provided in the Bylaws if the Owner violates the Condominium Documents.

2.5 Allocation of Limited Common Elements.

(A) The following portions of the Common Elements are Limited Common Elements and are allocated to the exclusive use of one Unit as follows:

i. Each Unit is allocated the covered patio areas adjoining or attached to the Unit as shown on the Plat, inclusive of any storage room or area included in the patio area or balcony area.\

ii.. Each Unit is allocated the backyard area adjoining or attached to the Unit as shown on the Plat.

iii. Any electric or water meter which serves only one Unit is allocated to the Unit it serves.

iv. Each Unit is allocated those portions of the common elements designated as Limited Common Elements in Sections 2.l (B) and (D) of this Declaration that serve the Unit.

(B) A Limited Common Element may be reallocated by an amendment to this Declaration made in accordance with the provisions of ARS §33-1218(B).

(C) The Board of Directors shall have the right, without a vote of the Members, to allocate as a Limited Common Element any portion of the Common Elements not previously allocated as Limited Common

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Element. Any such allocation by the Board of Directors shall be made by an amendment to this Declaration and to amendment to the Plat if required by the Condominium Act.

ARTICLE III
USE RESTRICTONS

In addition to all other covenants contained in this Declaration, the use of the property and each Condominium in it is subject to the following:

3.0 No lot, Common Element or Limited Common Element shall be used or maintained as a dumping ground for rubbish. All trash, garbage or other wastes must be kept in sanitary containers out-of-sight from the street and all such containers must be maintained in good, clean condition All rubbish, trash, and garbage must be regularly removed from the property.

3.1 The Common Elements and Limited Common Elements shall not be used for storage purposes, although patio furniture may be located in Limited Common Elements in the back of each Unit for use of the Unit Owner. However, no other furniture (including patio furniture not in current use), fixture, appliance, automobiles, boats, motorcycles, RVs, trucks, trailers or other vehicles, (or parts of such vehicles) and no other goods and chattel, including any storage unit, temporary or otherwise, shall be located or stored in any Common Element or Limited Common Element. No such good or chattel shall be situated in such a manner as to be visible from the street.

3.2 Subject to the rights of reasonable contest, each Owner must promptly comply with the provisions of all applicable statutes, ordinances, and administrative rulings or regulation pertaining to his or her parcel.

3.3 There will be no exterior fires except barbecue fires and fire pits contained within receptacles approved and designated for such purposes and limited to the Limited Common Elements. No Owner shall permit any condition, which creates a fire hazard or is in violation of fire prevention regulations.

3.4 The Owner of each Unit will be liable to the Association for all damages to the Common Element, Limited Common Element, or improvements on such areas caused by such Owner or any occupant of his or her Unit or any guest.

3.5 The driveway into each Unit is a Limited Common Element of the Unit served.

3.6 No clotheslines or other facilities for drying or airing clothes shall be erected, placed or maintained on the exterior of any Unit, including, without limitation, on any porches, patios or balconies.

3.7 No immoral, improper, offensive, or unlawful use shall be made of any part of the Condominium. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction over the Condominium shall be observed. Any violation of such laws, zoning ordinances or regulations shall be a violation of this Declaration.

3.8 No nuisance shall be permitted to exist or operate upon the Condominium, and no activity shall be conducted upon the Condominium which is offensive or detrimental to any portion of the Condominium or any Unit Owner or other occupant of the Condominium. No exterior speakers, horns, whistles, bells or other sound devices, except security or other emergency devices used exclusively for security or emergency purposes, shall be located, used or placed on the Condominium.

3.9 Routine overnight parking of transportation vehicles used daily by the occupants of the Units is permitted. However, no boats, RVs, trailers, or other vehicles not in daily use, or anything else may be stored in the driveway in excess of seventy-two (72) hours during a thirty (30) day period.

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ARTICLE IV
PROPERTY ASSESSMENTS

4.0 Creation of Assessment Right. In order to provide funds to enable the Association to meet its financial and other obligations and to create and maintain appropriate reserves, there is hereby created a right of assessment exercisable on behalf of the Association by its Board of Directors. Annual assessments and special assessments shall be for common expenses and appropriate reserves and shall be allocated among the Units as provided below.

4.1 Covenants with Respect to Assessments. Each Unit Owner, by acceptance of his, her or its deed (or other conveyance instrument) with respect to a Unit, is deemed to covenant and agree to pay the assessments levied pursuant to this Declaration with respect to such Owner's Unit, together with interest from the date due at a rate often percent (10%) per annum, together with such reasonable late fees as may be established by the Board of Directors in advance for general application and such costs and reasonable attorneys' fees as may be incurred by the Association in seeking to collect such assessments. Each of the assessments with respect to a Unit, together with interest, late fees, costs and reasonable attorneys' fees shall also be the personal obligation of the person who or which was the Owner of such Unit at the time such assessment arose with respect to such Unit, provided, however, that the personal obligation for delinquent assessments shall not pass to a successor in title of such Owner unless expressly assumed by such successor. No Owner shall be relieved of his, her or its obligation to pay any of the assessments by abandoning or not using his, her or its Unit, or the Common Element, or Limited Common Element or by leasing or otherwise transferring occupancy rights with respect to his, her or its Unit. However, upon transfer by an Owner of fee title to such Owner's Unit, as evidenced by a recorded instrument, such transferring Owner shall not be liable for any assessments thereafter levied against such Unit. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed by reason of the alleged failure of the Association or Board of Directors to take some action or perform some function required to be taken or performed by the Association or Board of Directors under this Declaration, Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law or ordinance or with any order or directive of any municipal or other governmental authority.

4.2 Lien for Assessments: Foreclosure. There is hereby created and established a lien against each Unit which shall secure payment of all present and future assessments assessed or levied against such Unit or the Owner thereof (together with any present or future charges, fines, penalties or other amounts levied for such Unit or the Owner or occupant thereof pursuant to this Declaration or the Articles, the Bylaws, the Association Rules or the Guidelines as may be adopted by the Association). Such lien is and shall be prior and superior to all other levies which, by law, would be superior thereto; but the lien created under the Declaration on any Unit will be subject and subordinate to the indebtedness secured by any recorded first mortgage on such interest made in good faith and for value. Such lien may be foreclosed in the manner provided by law for the foreclosure of mortgages. The sale and transfer of any Unit pursuant to a mortgage foreclosure or any proceeding in lieu thereof with respect to a first mortgage shall extinguish the lien of the assessments as to payments which became due prior to such sale or transfer, but no such sale or transfer shall relieve such Unit from liability for any assessments becoming due after such sale or transfer, or from the lien thereof. The Association shall have the power to bid for any Unit at any sale to foreclose the Association's lien on the Unit, and to acquire and hold, lease, mortgage and convey the same. During the period any Unit is owned by the Association, no right to vote shall be exercised with respect to said Unit and no assessment shall be assessed or levied on or with respect to said Unit, provided, however, that the Association's acquisition and ownership of a Unit under such circumstances shall not

be deemed to convert the same into Common Element or Limited Common Element. The Association may maintain a suit to recover a money judgment for unpaid assessments, rent, interest and attorneys' fees without foreclosing or waiving the lien security same. Recording of this Declaration constitutes record notice and perfection of the liens stablished hereby, and further Recordation of any claim of a lien for assessments or other amounts hereunder shall not be required, whether to establish or perfect such lien or to fix the priority thereof, or otherwise (although the Board of Directors shall have the option to record written notices of claims of lien in such circumstances as the Board of Directors may deem appropriate).

4.3 Computation of Assessments: Annual Budget. No less than thirty (30) days prior to each annual meeting, the Board of Directors shall prepare and adopt an annual budget for each fiscal year of the Association, which shall serve as the basis for determining the annual assessments for the applicable fiscal year. Such budget shall take into account the estimated common expenses and cash requirements of the Association for the year. The annual budget shall also provide for a reserve for contingencies and a reserve for replacements, all in such reasonably adequate amounts as shall be determined by the Board of Directors, taking into account the number and nature of replaceable assets, the expected life of each asset, and each asset's expected repair or replacement cost. Not later than sixty (60) days following the meeting of the Board of Directors at which the Board of Directors adopts the annual budget for the year in question, the Board of Directors shall cause to be delivered or mailed to each Owner a copy of the budget and a statement of the amount of the annual assessments to be levied against such Owner's Unit for the fiscal year in question. In the event the Board of Directors fails to adopt a budget for any fiscal year prior to commencement of such fiscal year, then until and unless such budget is adopted, the budget (and the amount of the annual assessments provided for therein) for the year immediately preceding shall remain in effect. Neither the annual budget, nor any amended budget adopted pursuant thereto, shall be required to be ratified or approved by the Owners or any other persons. If, at any time during a fiscal year of the Association, the Board of Directors deems it necessary to amend the budget for such year, the Board of Directors may do so and may levy an additional annual assessment for such year or may call a meeting of the members to request that the members approve a special assessment. Within sixty (60) days after adoption of an amended budget (if the Board of Directors elects to levy an additional annual assessment), the Board of Directors shall cause to be delivered or mailed to each Owner a copy of the amended budget and a statement of the additional annual assessment to be levied against such Owner's Unit; if, instead, the Board of Directors elects to call a meeting of members to seek approval of a special assessment, the Board of Directors shall cause a copy of the amended budget proposed by the Board of Directors to be delivered or mailed to each Owner with the notice of such meeting, and if a special assessment is duly approved by the members at such meeting, shall cause to be promptly mailed or delivered to Owner a statement of the special assessment to be levied against such Owner's Unit.

4.4 Due Dates. Annual assessments for each fiscal year shall be due and payable in equal periodic installments, payable not more frequently than monthly nor less frequently than semiannually, as determined for such fiscal year by the Board of Directors, with each such installment to be due and payable on or before the first day of each applicable period during that fiscal year. Special assessments, if any, shall be paid in such manner and on such dates as may be fixed by the Board of Directors. In addition to any other powers of collection or enforcement granted hereunder, in the event any assessments with respect to a Unit are delinquent, the Board of Directors shall have the right, in its sole discretion, to accelerate the date(s) on which all subsequent installments of assessments with respect to such Unit are due and payable. Assessments shall be deemed "paid" when actually received by the Association or by its manager or agent designated by the Association to collect the same (provided, however, that if any assessments are paid by check and the bank or other institution upon which such check is drawn thereafter dishonors or refuses to pay such check, those assessments shall not be deemed "paid" and shall remain due and payable with interest accruing from the date such assessments were originally due).

4.5 Special Assessments. In addition to the annual assessments, the Association may levy special assessments from time to time, provided, however, that any special assessment shall be effective only with the approval

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of one hundred percent (100%) of the votes of Units represented in person or by valid proxy at a meeting of members duly called and convened to consider such special assessment. Special assessments shall be allocated equally among all Units.

4.6 Surplus Monies. Unless otherwise expressly determined by the Board of Directors, any surplus monies of the Association shall be held by the Association and placed in one or more reserve accounts as determined by the Board of Directors, and shall not be paid to the Owners or credited against the Owners' respective liabilities for assessments.

4.7 Billing and Collection Procedures. The Board of Directors shall have the right to adopt procedures for the purpose of making, billing and collecting the assessments. The failure of the Association to send a bill to an Owner shall not relieve such Owner of the Owner's liability for any assessment. The Association shall be under no duty to refund any payments received by the Association even if the ownership of a Unit changes during a fiscal year of the Association. Any successor Owner shall be given credit for any un-refunded prepayments made by a prior Owner.

4.8 Common Expenses Resulting from Misconduct. Notwithstanding any other provision hereof, if any common expense is caused by the misconduct of any Owner (or of any occupant, tenant, employee, servant, agent, guest or invitee for whose actions such Owner is responsible under applicable law), the Association may assess that common expense exclusively against such Owner and such Owner's Unit, which amount (together with any and all costs and expenses, including but not limited to attorneys' fees, incurred by the Association in recovering the same) shall be secured by the lien created herein.

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ARTICLE V
MAINTENANCE AND REPAIR OF COMMON ELEMENTS AND UNITS

5.0 Duties of the Association. The Association shall maintain, repair and make necessary improvements to all Common Elements (including the structural elements of Limited Common Elements), whether located inside or outside the Buildings, except for the specific portions of the Limited Common Elements which the Unit Owners are obligated to maintain pursuant to this Declaration. Without limitation, the Association shall be responsible for maintaining residential Building exteriors, parking areas, parking canopies, private streets and drives, sidewalks, landscaping, irrigation systems, lighting and light fixtures in the Common Elements. The costs of all such repairs, maintenance and improvements shall be a Common Expense and shall be paid for by the Association. The Board of Directors shall be sole and absolute judge as to the appropriate maintenance of the Common Elements and the Condominium. For purposes of maintaining the Garages, the Unit Owners to whose Unit a Garage is assigned hereby grant an easement to the Association to enter the Garage upon reasonable notice (except in the case of an emergency) for maintenance and for access to any attic access panel in a particular Garage, if any, for purpose of access to other portions of the Garage Building.

5.1 Duties of Unit Owners.

(A) Each Unit Owner shall maintain, repair, replace and restore, at his own expense, all portions of the Unit, subject to the Condominium Documents

(B) Each Unit Owner shall be responsible for maintenance and repair of the Limited Common Elements allocated to the Unit pursuant to this Declaration as Limited Common Elements, including, without limitation: (i) periodic painting of, and maintenance of the concrete slabs or finished flooring of, the patio areas and/or balcony areas (except for repair to the structural portions thereof); (ii) maintenance of Garage lights, all Garage opening systems or devices, and the Garage door. The Unit Owner shall promptly maintain, repair, replace and, to the extent required for a first class appearance, paint the Garage door using materials and paints designated by the Association to maintain a uniform appearance. The Association will repaint Garage doors, periodically when

painting the Garages, but that does not diminish the Owner's obligations set forth above; (iii) maintenance, repair and replacement of all doors and windows of the Unit, including the entrance area doors; (iv) maintenance and repair of all backyard areas and pool areas designated as Limited Common Elements; and (v) the air conditioning unit (including compressors and condensers), heater and hot water heater serving the Unit and, to the extent not included within the categories described in this Section 5.1(B), the Limited Common Elements of the type described in Sections 2.l(B) and (D) above. No Unit Owner may paint or change the exterior color scheme or surfacing materials of the patio or balcony areas or any portion of the Limited Common Elements allocated to the Unit visible from the Common Elements or any other Unit without the prior written consent of the Board of Directors.

(C) Each Unit Owner shall take all necessary action to keep the Unit and the Limited Common Elements which the Unit Owner is obligated to maintain under this Section clean and free from unsightly accumulations of trash, furniture in weathered or poor condition, and litter.

(D) Despite the provisions of paragraph 5.0, each Unit Owner shall maintain, repair, replace and restore, at his own expense, all portions of the roof above their respective unit.

5.2 Repair or Restoration Necessitated by Unit Owner. Each Unit Owner shall be liable to the Association, to the extent permitted by Arizona law, for any damage to the Common Elements or the Improvements, or equipment thereon, which results from the negligence or willful misconduct or omission of the Unit Owner or that Owner's family members, tenants, guests, invitees and pets. The cost to the Association of any such repair, maintenance or replacement required by such act or omission of a Unit Owner shall be paid by the Unit Owner, upon demand, to the Association. The Association may enforce collection of any such amounts in the same meaner and to the same extent as provided for in this Declaration form the collection of Assessments.

5.3 Unit Owner's Failure to Maintain. If a Unit Owner fails to maintain in good condition and repair the Unit or any Limited Common Element which they are obligated to maintain under this Declaration or to keep the Garage in the manner set forth in this Declaration and the required maintenance, repair or replacement is not performed within thirty (30) days after written notice has been given to the Unit Owner by the Association, the Association shall have the right, but not the obligation, to perform the required maintenance, repair or replacement. The cost of any such maintenance, repair or replacement shall be assessed against the nonperforming Unit Owner pursuant to this Declaration.

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ARTICLE VI
THE ASSOCIATION; RIGHTS AND DUTIES; MEMBERSHIP

6.0 Rights, Powers and Duties of the Association. The Association shall be organized as an unincorporated association. The Association shall be the entity through which the Unit Owners shall act. The Association shall have such rights, powers and duties as are prescribed by law and as are set forth in the Condominium Documents together with such rights, powers and duties as may be reasonably necessary to effectuate the objectives and purpose of the Association as set forth in this Declaration and the Condominium Act. The Association shall have the right to finance capital Improvements in the Condominium by encumbering future Assessments if such action is approved by written consent or affirmative vote of Unit Owners representing one hundred percent (100%) of the votes in the Association and by Declarant during the Period of Declarant Control. Unless the Condominium Documents or the Condominium Act specifically requires a vote of the Members, approvals or actions to be given or taken by the Association shall be valid if given or taken by the Board of Directors. The Association has the specific duty to make available to the Declarant, Eligible Mortgage Holders, Unit Owners, and Eligible Insurers or Guarantors during normal business hours, current copies of the Condominium documents and other books, records and financial statements of the Association as may be required from time to time by such parties. Such requests shall be in writing, and the Association shall have the right to charge for copying expenses and the reasonable cost of postage, shipping or transmission of the information requested.

6.1 Directors and Officers.

(A) During the Period of Declarant Control, the Declarant shall have the right to appoint and remove the members of the Board of Directors and the officers of the Association who do not have to be Unit Owners.

(B) Upon the termination of the Period of Declarant Control, the Unit Owners shall elect the Board of Directors, which must consist of at least two (2) members, all of whom must be Unit Owners. The Board of Directors elected by the Unit Owners shall then elect the officers of the Association.

(C) The Declarant may voluntarily surrender his right to appoint and remove the members of the Board of Directors and the officers of the Association before termination of the Period of Declarant Control, and in that event, the Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or the Board of Directors, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

6.2 Rules. The Board of Directors, from time to time and subject to the provisions of this Declaration and the Condominium Act, may adopt, amend, and repeal rules and regulations. The Rules may, among other things, restrict and govern the use by any Unit Owner, by the family of such Unit Owner, or by any invitee, licensee or lessee of such Unit Owner, of any area within the Condominium subject to the Association's jurisdiction and control; provided, however, that the Rules may not unreasonably discriminate among Unit Owners and shall not be inconsistent with the Condominium Act, the applicable federal and state Fair Housing Acts, this Declaration, the Articles or Bylaws. A copy of the Rules, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Unit Owner and may be recorded..

6.3 Composition of Members. Each Unit Owner shall be a Member of the Association. The membership of the Association at all times shall consist exclusively of all the Unit Owners. Membership in the Association is mandatory and such Membership and the Allocated Interests thereof are appurtenant thereto, and may not be separated from, ownership of the Unit; provided, however, the Allocated Interests of Units from time to time may be modified or changed as expressly permitted in the Declaration and authorized under the Condominium Act. No Owner during his ownership of a Unit shall have the right to relinquish or terminate membership in the Association.

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ARTICLE VII
INSURANCE

7.0 Scope of Coverage.

(A) Commencing not later than the date of the first conveyance of a Unit to a Purchaser, the Association shall maintain, to the extent reasonably available, the following insurance coverage:

(i) Property insurance on the Common Elements. The policy is to be issued on a "Special Form" policy or its equivalent in an amount determined by the Board of Directors; provided, however, that the total amount of insurance shall not be less than eighty percent (80%) of the current replacement cost of the insured property, exclusive of land, excavations, foundations and other items normally excluded from a master or blanket hazard and multi-peril property insurance policy.

(ii) Liability insurance, for a limit to be determined by the Board of Directors. Such insurance shall cover all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements.

(iii) Such other insurance as the Association shall determine from time to time to be appropriate to protect the Association, the members of the Board of Directors, or the Unit Owners.

(iv) The Unit Owners may amend or revoke this Article by unanimous consent.

(B) The insurance policies purchased by the Association shall, to the extent reasonably available, contain the following provisions:

(i) Each Unit Owner shall be an insured under the policy with respect to liability arising out of ownership of an undivided interest in the Common Elements or membership in the Association.

(ii) There shall be no subrogation with respect to the Association, its agents, servants, ITS Board of Directors or officers thereof, and employees against Unit Owners and members of their household.

(iii) No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, shall void the policy or be a condition to recovery on the policy.

(iv) The coverage afforded by such policy shall be primary and shall not be brought into contribution or proration with any insurance which may be purchased by Unit Owners or their mortgagees or beneficiaries under deeds of trust.

7.1 Payment of Premiums. Premiums for all insurance obtained by the Association pursuant to this Article and all deductibles thereunder shall be Common Expenses and shall be paid for by the Association.

7.2 Insurance Obtained by Unit Owners/Non-Liability of Association. The issuance of insurance policies to the Association pursuant to this Article shall not prevent a Unit Owner from obtaining insurance for their own benet1t and at their own expense covering their Unit, their personal property and providing personal liability coverage. Notwithstanding the obligation of the Association to obtain insurance coverage as stated in this Declaration, neither the Declarant nor the Association, or their respective officers, directors, employees and agents, shall be liable to any Unit Owner or any other party if any risks or hazards are not covered by the insurance to be maintained by the Association or if the amount of the insurance is not adequate, and it shall be the responsibility of each Unit Owner to ascertain the coverage and protection afforded by the Association's insurance and to procure and pay for any additional insurance coverage and protection that the Unit Owner may desire.

7.3 Payment of Insurance Proceeds. Any loss covered by property insurance obtained by the Association in accordance with this Article shall be adjusted with the Association and the insurance proceeds shall be payable to the Association and not to any mortgagee or beneficiary under a deed of trust. The Association shall hold any insurance proceeds in trust for Unit Owners and lienholders as their interests may appear, and the proceeds shall be disbursed and applied as provided for in §33- 1253 of the Condominium Act.

7.4 Certificate of Insurance. An insurer that has issued an insurance policy pursuant to this Article of the Declaration shall issue certificates or memoranda of insurance to the Association and, on written request, to any Unit Owner, mortgagee, or beneficiary under a Deed of Trust. The insurer issuing the policy shall not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, each Unit Owner, and each mortgagee or beneficiary under a deed of trust to whom a certificate or memorandum of insurance has been issued at their respective last known address.

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ARTICLE VII
RIGHTS OF FIRST MORTGAGEES

8.0 Notification to First Mortgagees. Upon receipt by the Association of a written request from a First Mortgagee or insurer or governmental guarantor of a First Mortgage informing the Association of its correct name and mailing address and number or address of the Unit to which the request relates, the Association shall provide such Eligible Mortgage Holder or Eligible Insurer or Guarantor with timely written notice of the following:

(A) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a First Mortgage held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor;

(B) Any delinquency in the payment of Assessments or charges owed by a Unit Owner subject to a First Mortgage held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor or any obligation under the Condominium Documents, which delinquency or default remains uncured for the period of sixty (60) days;

(C) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

8.1 Right of Inspection of Records. Any Unit Owner, First Mortgagee or Eligible Insurer or Guarantor shall, upon written request, be entitled to: (i) inspect the current copies of the Condominium Documents and the books, records and financial statements of the Association during normal business hours; (ii) receive within ninety (90) days following the end of any fiscal year of the Association, an audited financial statement of the Association for the immediately preceding fiscal year of the Association, free of charge to the requesting party; and (iii) receive written notice of all meetings of the Members of the Association and be permitted to designate a representative to attend all such meetings. Notwithstanding the foregoing, the Board of Directors may withhold from disclosure such books, records and documents of the Association, or portions thereof, designated under A.R.S. §§33-1258 of the Condominium Act.

8.2 Liens Prior to First Mortgage. All taxes, assessments, and charges which may become liens prior to the First Mortgage under local law shall relate only to the individual Unit and not to the Condominium as a whole.

8.3 Condemnation or Insurance Proceeds. No Unit Owner, or any other party, shall have priority over any rights of any First Mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements. Subject to the foregoing, the allocation of awards for the exercise of eminent domain, or deeds in lieu thereof, shall be governed by the provisions of §§33-1206 of the Condominium Act.

ARTICLE IX
DAMAGE AND DESTRUCTION

9.0 Common Elements. If any portion of the Common Element is destroyed or damaged by fire or other casualty and is covered by insurance written in the name of the Association, the Board of Directors shall, upon receipt of insurance proceeds contract to rebuild or repair such damaged or destroyed portions of the Common Element substantially in accordance with the original.

The Board of Directors shall contract with any licensed contractor, who shall be required to provide a full performance and payment bond for repair, reconstruction or rebuilding of such destroyed Common Element.

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In the event insurance proceeds are not enough to pay all costs or the repair and/or rebuilding, the Board of Directors may levy a special assessment on all Unit Owners to make up any deficiency.

All insurance proceeds will be paid to an insurance trustee as designated by the Board of Directors, held for the benefit of the Unit Owners according to their respective interests.

9.1 Units. In the event of damage or destruction by fire or other casualty affecting a Unit, the Owner or Owners of such Unit must, (a) diligently commence to rebuild the same in accordance with the terms of this Declaration, or (b) clear and level the lot removing all wreckage, debris and remains of the building or buildings from such lot and leaving the same in a level, clean condition. Upon reconstruction, the Unit must be built substantially in accordance with the original Plats and specifications for it. The exterior appearance of such Unit must substantially resemble the appearance and form and color prior to such damage or destruction. Notwithstanding the foregoing, the Owner of the damaged Unit may reconstruct or repair the Unit in accordance with new or changed Plats and specifications with the prior written consent of the Board of Directors.

ARTICLE X
GENERAL PROVISION

10.1 Enforcement. The Association, or any Owner, will have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or subsequently imposed by the provisions of this Declaration, and in such action will be entitled to recover reasonable attorney fees as are ordered by court. Failure by the Association or by any Owner to enforce any covenant or restriction contained in this Declaration will in no event be deemed a waiver of the right to do so.

10.2 Severability. The provisions of this Declaration will be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion of such provision will not affect the validity or enforceability of any other provision of this Declaration.

10.3 Interpretation. The provisions of this Declaration will be liberally construed to effectuate their purpose of creating a uniform plat for the development and operation of the property. Failure to enforce any provision of this Declaration will not constitute a waiver of the right to enforce such provision or any other provision of this Declaration.

10.4 Term. The covenants and restrictions of this Declaration will run with and bind the property and will inure to the benefit of and will be enforceable by the Association or the Owner of any Unit subject to this Declaration, their respective legal representatives, heirs, successors, and assigns.

10.5 Amendment. The provisions of this Declaration may be amended by an instrument in writing signed and acknowledged by the unanimous vote of the Board of Directors certifying under penalty of perjury that the amendment set forth was adopted.

10.6 Easements. Each Condominium shall have an easement over the other for light, air, prospect and view commencing at six feet above the ground and continuing to eternity. Each Condominium within the properties is hereby declared to have an easement over all adjoining Condominiums and the Common Element for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause. There will be valid easements for the maintenance of such encroachments as long as they exist, and the rights and obligations of Owners will not be altered in any way by such encroachment, settlement, or shifting. However, in no event will a valid easement or encroachment be created in favor of an Owner or Owners if the encroachment occurred due to the willful misconduct of such Owner or Owners. In the event a structure is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Condominium agree that minor encroachments over adjoining Condominiums or Common Elements will be permitted and

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that there will be valid easements for the maintenance of such encroachments so long as they exist.

10.7 Termination of Responsibility of Declarant. In the event declarant conveys all of its right, title, and interest in and to the property to any partnership, individual or individuals, corporation or corporations, then and in such an event, declarant will be relieved of the performance of any further duty or obligation under the terms of this Declaration, and the acquiring partnership, individual or individuals, corporation or corporations, will be obligated to perform all such duties and obligations of declarant.

10.8 Notices. Any notice permitted or required by this Declaration or Association articles or bylaws may be delivered either personally or by mail. If delivery is by mail, it will be deemed to have been delivered when deposited in the United States Mail, postage prepaid, addressed to each person at the current address given by such person to the Board of Directors or addressed to the Unit of such person if no address has been given to the Board of Directors.

10.9 Dispute Resolution. Except as otherwise provided in this Agreement, any controversy or dispute arising out of this Agreement, the interpretation of any of the provisions hereof, AND IN LIEU OF LITIGATION AND A TRIAL BY JURY, shall be resolved through mediation in Yavapai County, Arizona. If the parties are unable to resolve the matter in mediation then the parties shall participate in mandatory and binding arbitration in Yavapai County, Arizona under the Revised Uniform Arbitration Act, before a single arbitrator mutually agreed to by the parties. If an arbitrator has not been agreed to by the Parties within five (5) days after the demand for arbitration by either party then each party to the dispute shall select an arbitrator and those two (2) arbitrators shall select a third arbitrator. All three arbitrators shall be appointed to preside over the arbitration. Immediately following appointment, the arbitrators shall provide written notice to the parties indicating the time and location of the scheduled hearing. The hearing must be scheduled within forty-five (45) days of the date of the appointment of the arbitrators. At least then (10) days prior to the commencement of the arbitration hearing, each party shall provide to the other a statement of its position reflecting the dispute in question and a list of any witnesses which any party expects to testify at such hearing on its behalf. The arbitrators shall, with all possible speed, make a determination in writing and give notice to the parties of such determination within ten (10) days following the conclusion of the hearing. If the arbitrators do not reach a unanimous decision then a majority decision will control. The decision made pursuant to such arbitration shall be binding and conclusive on alJ parties involved and judgment on such decision may be entered in any court of competent jurisdiction.

The entry of judgment may be made upon award rendered by the arbitrator(s) in any court of competent jurisdiction. The parties acknowledge and agree that, in connection with any such arbitration and regardless of outcome, (a) each party shall pay all of its own costs and expenses, including without limitation its own legal fees and expenses, and (b) joint expenses shall be borne equally among the parties. Notwithstanding the foregoing, the arbitrator(s) may cause the losing party to pay to the winning party (each as determined by the arbitrator(s) consistent with its decision on the merits of the arbitration) an amount equal to any reasonable out-of-pocket costs and expenses incurred by the winning party with respect to such arbitration (as may be equitably determined by the arbitrator(s)).

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IN WITNESS HEREOF, the undersigned has signed this Declaration on the date first shown above.

By:_____

Printed Name: MKC Holdings, LLC

STATE OF ARIZONA)
) ss.
County of _____)

On this _____day of _____, 20 _____, before me, the undersigned, a Notary Public for the State of Arizona, personally appeared _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal this ____day of ____, 20 ____.

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_____
Notary Public for the State of Arizona

My commission expires _____

Attachment 3

Subdivision Checklist

Subdivision Checklist
Land Development Code Article 7
PZ24-00004 (SUB) Navajo Lofts Condo Plat

City Of Sedona Community Development Department
102 Roadrunner Drive Sedona, AZ 86336
(928) 282-1154 · www.sedonaaz.gov/cd

Article 7 of the Sedona Land Development Code contains principles and standards applicable to the subdivision of properties. This Article sets the minimum criteria for review and approval of all new subdivisions by the City's Community Development Department, Planning & Zoning Commission, and City Council. Applicants of proposed subdivisions must demonstrate compliance with these standards.

Review Date: December 17, 2024

Reviewer: Cari Meyer, Planning Manager

Color Coding	Full Compliance	Partial Compliance	Non-Compliance	Not Applicable

7.3: Subdivision Standards

7.3.C: Lot Planning

Evaluation:

(1) Number of Lots Created, Subdivision: The property is zoned CO and has a development agreement prohibiting the use of the units as short term rentals, so there is no maximum density. The project has a density of 13.3 units per acre.
(2) Lot Size and Configuration: As a condominium plat, the individual lots do not have to meet the minimum size requirements of the zoning district. The layout of the development was approved in the Development Review process and no changes are proposed.
(3) A preliminary grading and drainage plan was approved with the Development Review application. A Final grading and drainage plan was approved with the building permit application.
(4) Access
   a. All lots are accessed off the proposed common driveway, which connects to both Navajo Drive and Aria Street.
   b. The subdivision provides two points of access (Navajo and Aria)
(5) No flag lots are proposed.
(6) No construction envelopes are being modified with this application.

Compliance: ☒ *Yes* ☐ *Partial* ☐ *No* ☐ *Not Applicable*

7.3.D: Sensitive Lands

Evaluation: There is a City-designated floodplain on the property which was considered and incorporated into the design that was approved with the Development Review application.

Compliance: ☒ *Yes* ☐ *Partial* ☐ *No* ☐ *Not Applicable*

7.3.E: Block Layout

Evaluation: The subdivision does not propose any blocks.

Compliance: ☐ *Yes* ☐ *Partial* ☐ *No* ☒ *Not Applicable*

7.3.F: Street Design

Evaluation:

(1) There are no CFA or Specific Area plans approved for this property. The GO! Sedona Pathways Plan includes a Shared Use Path through this property, which was been incorporated into the plan that was approved with the Development Review application.
(2) The development connects to Navajo Drive and Aria Street, existing public streets. No new public or private streets are proposed as part of this development.

(3) No new public or private streets are proposed as part of this development.
(4) No new public or private streets are proposed as part of this development.
(5) This development is constructing sidewalks along Navajo Drive and Aria Street and building a Shared Use Path through the property.

Compliance: ☒ *Yes* ☐ *Partial* ☐ *No* ☐ *Not Applicable*

7.3.G: Street Naming and Traffic Control Signs

Evaluation: No new streets are proposed with this development.

Compliance: ☐ *Yes* ☐ *Partial* ☐ *No* ☒ *Not Applicable*

7.3.H: Easement Planning

Evaluation: Any required easements have been provided as part of the Development Review application.

Compliance: ☒ *Yes* ☐ *Partial* ☐ *No* ☐ *Not Applicable*

7.3.I: Reservation of Land for Public Use

Evaluation: Land along the south property line has been reserved for a public shared use path. No other land for public use is required.

Compliance: ☒ *Yes* ☐ *Partial* ☐ *No* ☐ *Not Applicable*

7.3.J: Alternatives to Subdivision Standards

Evaluation: A cluster subdivision is not proposed.

Compliance: ☐ *Yes* ☐ *Partial* ☐ *No* ☒ *Not Applicable*

8.5.D: Condominiums and Condominium Conversions

Evaluation:

(4) Standards of Development
   a. A condominium plat has been submitted for review by the City
   b. The buildings are currently under construction and are being built in accordance with all existing plumbing and electrical codes.
   c. The buildings are currently under construction and are being built in accordance with all existing building codes.
   d. The buildings are currently under construction and are being built in accordance with all existing utility requirements.
   e. There are no existing tenants to notify of the conversion.
(5) Special Conditions
   a. A draft Condominium declaration has been submitted to the City.
   b. Each unit has a back patio, and the development has a pool area, for more than 400 square feet of outdoor space per unit.

Compliance: ☒ *Yes* ☐ *Partial* ☐ *No* ☐ *Not Applicable*

Other Considerations:

Attachment 4

Public Comments

Comment on Development Proposal

donotreply@sedonaaz.gov <donotreply@sedonaaz.gov>

Tue 7/16/2024 3:42 PM

To:Cari Meyer <CMeyer@sedonaaz.gov>;Megan Yates <MYates@sedonaaz.gov>;Laura Stewart <LStewart@sedonaaz.gov>

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	07/16/2024 3:42 p.m.
Response #:	632
Submitter ID:	6926
IP address:	24.156.93.45
Time to complete:	2 min. , 48 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name, addresses, and email) will become part of the public record and will be available for public inspection.

1. **Project Name:**
   Navajo Lofts Condos

2. **What are your comments, concerns, ideas, and suggestions about this project?**

   Given the status and statement, it's too bad it's not planning for either affordable condominiums or apartments. Looks like a future Verbo.

3. **Your contact information (If you do not feel comfortable sharing or do not want this information to become a public record, a partial answer or "not applicable" is acceptable.)**

Name:	Frank Thomas
Address (or Street Name):	2170 East Mule Deer Road
City of Residence	Sedona
E-mail:	rascherft@outlook.com

4. **Would you like to receive notices about this project, such as public meeting dates?**

   (o) No

Thank you,
City of Sedona

This is an automated message generated by Granicus. Please do not reply directly to this email.