

1

1. PROJECT DESCRIPTION

2 Pursuant to Article XI of the Zoning Ordinance of the Town of Paradise Valley, Arizona, the
3 Town hereby grants to Five Star Development Resort Communities, LLC, an Arizona Limited
4 Liability Company, its successors and assigns, this amendment to the Prior Special Use Permit
5 governing the use the Property, which amendment shall be effective the Approval Date. All
6 capitalized terms contained herein are defined pursuant to the definitions set forth in this Special
7 Use Permit.

8 The Property subject to This Special Use Permit is currently owned by the Resort Hotel Owner
9 and is comprised of approximately one hundred and five (105) acres located at the northeast
10 corner of Mockingbird Lane and Lincoln Drive in the Town of Paradise Valley, Arizona.

11 This amendment, including Exhibits _____, is referred to throughout as This "Special
12 Use Permit" to distinguish it from the "Prior Special Use Permit" currently governing the use of
13 the Property. The Town issued the Prior Special Use Permit for the Property in 2008. This
14 Special Use Permit is intended to supersede and replace the Prior Special Use Permit. This
15 Special Use Permit is being granted by the Town to permit the development, construction, use
16 and operation of the Property as a resort subject to and in accordance with the stipulations and
17 other provisions set forth herein.

18

19 The improvements, facilities and uses authorized to be developed, constructed, used, operated
20 and maintained on the Property include the following: one (1) ~~Luxury~~-Resort Hotel Ritz-Carlton
21 or equivalent five star resort [Applicant requests term "Resort Hotel"] with Ancillary Facilities
22 and two hundred (200) Hotel Rooms (Area A) which may be owned only by the Resort Hotel
23 Owner and used as provided herein; one-hundred and twenty (120) Resort Villas (Area A1)
24 which may be owned by the Resort Hotel Owner or by a private owner which may be sold (and
25 thereafter resold) and/or voluntarily included within the Resort Hotel rental program and made
26 available for transient occupancy uses or hospitality uses, and otherwise used as provided herein;
27 eighty (80) Resort Related Luxury Detached Single Family Homes (Area B) which may be sold

28 | (and thereafter resold) to a third party, or parties, and used as provided herein; 45 ~~Resort-Ritz-~~
29 | ~~Carlton~~ Branded Detached Single Family Homes (Area C) which may be owned by the Resort
30 | Hotel Owner or by a private owner which may be sold (and thereafter resold) and/or voluntarily
31 | included within the Resort Hotel rental program and made available for transient occupancy uses
32 | or hospitality uses, and otherwise used as provided herein; 74 Resort Related Attached ~~Village~~
33 | ~~TownhomesResidences~~ (Area D) [~~Applicant requests no change, change matches the term used~~
34 | ~~in the Land Use Density Table~~] which may be sold (and thereafter resold) to a third party, or
35 | parties, and used as provided herein; ~~and the following uses subject to future site plan review for~~
36 | ~~Area E located within the Town of hotel, residential, resort-related retail, and resort-related~~
37 | ~~residential, or all detached residential use and resort-related health services (Area E) (Area E~~
38 | ~~residential units may be sold (and thereafter resold) to a third party, or parties); and other~~
39 | ~~facilities and site improvements.~~ [~~Direction from Town Manager to match the SOD language~~]

2. STIPULATIONS

A. General

- 42 | 1. As of the Approval Date, This Special Use Permit shall supersede and replace any and all
43 | Prior Special Use Permit(s) related to the Property.
- 44 | 2. This Special Use Permit touches and concerns the land and shall run with the land. Any
45 | person having or subsequently acquiring title to any portion of the Property shall be subject
46 | to This Special Use Permit, as it applies to the portion of the Property owned thereby and as
47 | it may be amended or superseded from time to time.
- 48 | 3. Development of the Resort shall be in substantial conformance with the Ritz Carlton Paradise
49 | Valley Special Use Permit Application Book dated _____, an Index of which is
50 | attached hereto as Exhibit _____ (the Index and SUP Application Book are collectively
51 | referred to as the "SUP Book"), the Site Plan, dated _____ attached hereto as Exhibit
52 | _____ (Site Plan), which are made a part hereof by this reference, and these stipulations.
- 53 | 4. Lot coverage for the Property as a whole shall not exceed that noted in the Land Density
54 | Table in the SUP booklet.

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- 55 5. The use of the Property shall at all times conform to This Special Use Permit and all
56 applicable State laws and Town ordinances, except that if there is a conflict between This
57 Special Use Permit and any Town ordinance or other requirement, This Special Use Permit
58 shall prevail.
- 59 6. If any section, subsection, sentence, clause or phrase of This Special Use Permit is for any
60 reason held illegal, invalid or unconstitutional by the final decision of any court of competent
61 jurisdiction, such decision shall not affect the validity of the remaining portions of This
62 Special Use Permit. The Town and the Resort Hotel Owner believe and intend that the
63 provisions of This Special Use Permit are valid and enforceable. In the unlikely event that
64 This Special Use Permit is declared by a court of competent jurisdiction to be invalid or
65 unenforceable, the Resort may be used and operated as a legal non-conforming use in
66 accordance with the stipulations and other provisions set out herein until such time as a
67 special use permit or other applicable zoning for the Resort is issued by the Town for the
68 Property, it being the intent of the Town that in such event the Town will promptly issue a
69 special use permit or other zoning classifications containing stipulations and other provisions
70 which are identical to, or as near to identical as possible, to those contained in This Special
71 Use Permit.
- 72 7. In the case of, inconsistencies or conflicts between or among these stipulations, the SUP
73 Book and/or the Site Plan shall be resolved in the following order of precedence: these
74 stipulations shall have first precedence and control over the text of the SUP Book and the
75 Site Plan, and after that, the text of the SUP Book shall have precedence and control over the
76 Site Plan. In the event of a conflict between the text or narrative and diagrams, drawings or
77 other graphic representations contained in either the SUP Book or the Site Plan, the text or
78 narrative will prevail and control over the graphic representations.
- 79 8. Mylar versions of the Site Plan, lighting plan, perimeter landscaping, wall plan, grading and
80 drainage plan and elevations from the SUP Application book; (as modified per Stipulation
81 No. 3) and electronic versions of all Special Use Permit Application Book sheets (as
82 modified per Stipulation No. 3), shall be submitted thirty (30) days after final approval. No

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83 part of the Resort shall be operated as a Time-Share Project, as such term is defined by the
84 Town Zoning Ordinance. No part of the Resort Hotel Area A may be subdivided (if
85 previously combined) for purposes of sale or resale. Any part or individual unit of the Resort
86 Villas Area A1 may be subdivided ~~(if previously combined)~~ or combined for the purposes of
87 sale or resale provided that the total number of units shall not exceed one hundred twenty
88 (120).

89 9. When applicable, all approvals and determinations by the Town Manager or designee
90 referenced herein shall be governed by the Code in effect at the date of that determination.

91 10. If any portion of the property is used in violation of the terms of This Special Use Permit, the
92 Town may, after fair notice, a hearing and a reasonable opportunity to correct, impose a
93 monetary sanction on the then Owner of such portion, in an amount not to exceed the
94 maximum amount allowed for violations of the Town Zoning Ordinance for each day such
95 violation exists, in addition to all other orders or sanctions permitted by applicable laws. No
96 such remedy shall be sought from any other Owner or portion of the Property that is not in
97 violation of this Special Use Permit.

98 11. This Special Use Permit shall run with the land and any person having or subsequently
99 acquiring title to any portion of the property shall be subject to This Special Use Permit, as it
100 applies to the portion of the property owned thereby and as it may be amended or superseded
101 from time to time. Once an Owner no longer owns the property, such prior owner shall not
102 be subject to This Special Use Permit.

103 12. Unless otherwise stipulated in This Special Use Permit, Amendments shall follow the
104 appropriate process outlined in Article XI, Special Uses and Additional Regulations, of the
105 Town Zoning Ordinance, as amended
106

107 **B. Construction and Development Standards**

108 13. All utilities within the Resort shall be underground and located within appropriate easements.
109 All water and sewage facilities shall be constructed in accordance with plans approved by the
110 Town Manager or designee.

111 14. No construction permit shall be issued for any construction on the Property until appropriate
112 engineering or architectural plans are submitted to the Town and the issuance of such
113 construction permit for that particular activity is approved by the Town Manager or designee.
114 However, the Town may issue approvals and/or permits to salvage native plants and stage or
115 prepare the job-site for work, with fences, trailers, dumpsters, sanitation, water tanks,
116 material storage, erosion control and dust control measures, and the like, without engineering
117 or architectural plans.

118 15. During the period of demolition or construction of new improvements, signs shall be posted
119 on the Property (or at the entrance to a particular phase) indicating the name and phone
120 number of a person the public may contact with construction-related concerns. Sign details
121 such as the sign size, height and location shall be reviewed and approved by the Town
122 Manager or designee.

123 16. All new construction shall satisfy all fire department requirements for each component of
124 work (which may include temporary fire protection facilities) prior to the issuance of any
125 building permit for such work.

126 17. Prior to the issuance of a certificate of occupancy for any individual structure, adequate fire,
127 emergency and other vehicle access and adequate fire service shall be provided for such
128 structure and the particular phase of development in which such structure is located, as
129 determined by the Town Manager or designee.

130 18. Interiors of any Resort Hotel structure may be remodeled at any time without an amendment
131 to This Special Use Permit so long as such remodeling does not increase the number of keys

132 specified within This Special Use Permit.

133 19. One or more locations within the Resort as approved by the Town Manager or designee may
134 be improved and used as a ~~marketing center~~ Marketing Center for the sales and marketing of
135 the project until such time as all project construction has been substantially completed and all
136 Resort Villas (Area A-1), Resort Related Homes (Area B), Ritz-Carlton Branded Homes
137 (Area C), and Resort Related Attached Residences (Area D) have been sold. [Added Area A-
138 1, will likely need to define marketing center, none of the definitions have been added at this
139 point]

140 20. Temporary construction driveway locations are subject to ~~administrative~~ the approval by the
141 Town Manager or designee and are limited to locations on major arterial roadways and/or
142 Indian Bend Road east of the existing traffic circle.

143 21. If construction has not commenced on a portion of the site by a date that is five (5) years
144 after the Approval Date, any such unimproved, disturbed portion shall be stabilized and/or
145 landscaped to minimize dust.

146 22. The Resort Hotel Owner shall submit a construction schedule prior to the issuance of any
147 building permit to ensure compliance with all Town ordinances and in order to minimize
148 construction nuisances. This construction schedule shall include the following:

- 149 • Dust and noise control measures
- 150 • Vehicle/equipment storage/parking
- 151 • Construction days/hours
- 152 • Location of staging area for construction supplies/equipment
- 153 • Location of any construction trailer and sanitary facility
- 154 • Location of on-site construction-materials/debris storage
- 155 • Location of fire lanes during the construction period

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- 156 • The approximate beginning and ending for construction of structures within a
157 phase
- 158 • All construction related parking and storage must be contained within the
159 boundaries of This Special Use Permit and on the adjacent property within the
160 City of Scottsdale owned by the applicant. [Staff agreed to applicant's
161 revision]

162 23. The Resort Hotel Owner shall arrange for Construction Phasing per Area on the Property in
163 the following sequence:

- 164 • Commence native plant salvage, dust and erosion control measures, job-site
165 mobilization and set-up, and the like
- 166 • Begin Storm Water Pollution Prevention Plan and Measures
- 167 • Upon completion of the salvage, erosion and dust control, job-site
168 mobilization, and set-up, commence horizontal or civil improvements and
169 site work.
- 170 • Upon substantial completion of the civil improvements and site work,
171 commence ~~vertical building improvements and~~ perimeter walls and perimeter
172 landscaping (outside the perimeter walls) of the Property, along Lincoln
173 Drive, Mockingbird Lane and Indian Bend Road
- 174 • Upon substantial completion of above, vertical building improvements for
175 Areas A, A1, B, C, and D, may commence ~~concurrently or independently~~
176 from each other in accordance with the phasing plan. Off-site and right-of-
177 way improvements may be scheduled independently of the foregoing [The
178 applicant suggested some edits to the two bullets above in their response letter
179 that may be workable, but was not changed in this version of the stipulations.]

180 24. Subject to requirements for construction of the horizontal or vertical improvements,
181 construction access, emergency vehicle access, erosion control, storm water pollution
182 prevention control, dust control and other measures, portions of the perimeter wall and
183 landscaping may be postponed, or re-opened for construction or access subject to approval by
184 the Town Manager or designee.

185

186 ~~During construction and development of the Resort Property, temporary sales and marketing~~
187 ~~signs may be posted on the Property consistent with the future Temporary Sign Plan to be~~
188 ~~submitted by the owner/developer and administratively approved by the Town.~~

189 25. During construction, the Resort Hotel Owner shall sweep the streets adjacent to the Property
190 or any other public streets in the Town directly affected by development on the Property
191 using a PM-10 or equivalent capable street sweeper at least three times a week or more as
192 required by the Town Manager or designee.

193 26. Screening of any backflow preventer, transformer, or other similar equipment visible from
194 Lincoln Drive, Mockingbird Lane or Indian Bend Road shall be required and the precise
195 location thereof shall first be approved by the Town Manager or designee and the utility
196 provider.

197 [Place in the development agreement, applicant prefers original language] The building floor
198 plans, elevations (exclusive of heights and setbacks), materials and colors ~~may generally~~
199 ~~comply~~shall be in substantial compliance with those shown on This Special Use Permit,
200 ~~however, all elevations, architectural examples, imagery, photographic representations, and~~
201 ~~renderings provided in~~. Minor variations may be approved by the SUP booklet are
202 ~~conceptual in nature and do not necessarily represent the final design and construction~~Town
203 Manager or designee.

204 27. Additional accessory and service structures in Areas A and A1, as defined in the Town's
205 Resort SUP Guidelines, each limited to eight-hundred (800) square feet, may be added to the
206 Approved Plans, provided that the total square footage of all the accessory and service
207 structures added together does not exceed fifteen thousand (15,000) square feet, such
208 additions to be provided to the Town Manager or designee as a revised conceptual site plan.
209 The additional accessory and service structures cannot exceed sixteen (16) feet in height and
210 must be set back a minimum of ~~sixty (60)~~ forty (40) feet for any accessory structure and sixty

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211 (60) feet for any service structure from any rights-of-way or residential property lines
212 ~~(outside of the SUP boundaries)~~ and 10 feet from any non-residentially zoned property
213 ~~(outside of the SUP boundaries)~~. [The applicant suggested revisions on the setbacks to clarify
214 only to the SUP boundaries. This may be acceptable but was not changed in this version of
215 the stipulations.]

216 28. Accessory structures that do not exceed six (6) feet in height above ~~finished grade~~Grade in
217 Areas A & A1, including, but not limited to, pools, barbeques, fire pits, fireplaces, water
218 features and other accessory structures, shall be allowed within the boundaries of Areas A
219 and A1, such additions shall be properly permitted by the Town Manager or designee.
220 [Applicant prefers finished grade or need to define Grade, none of the definitions have been
221 added at this point]

222 29. Construction for the Resort Related ~~Luxury~~ Homes (Area B) and ~~Resort-Ritz-Carlton~~ Branded
223 Homes (Area C).

224 a. The Resort Related ~~Luxury~~ Homes (Area B) and ~~Resort-Ritz-Carlton~~ Branded
225 Homes (Area C) shall be constructed in conformance with the development
226 standards set forth in This Special Use Permit;

227
228 b. Additional walls not shown on This Special Use Permit may be constructed on
229 a Resort Related ~~Luxury~~ Lot or ~~Resort-Ritz-Carlton~~ Branded Lot within
230 enclosed private yards, provided they do not exceed six feet in height;

231
232 c. Air conditioners shall not be installed on roofs; [Applicant wants to allow on rooftop
233 if screened]

234
235 d. All exterior lighting shall comply with Town ordinances;

236
237 e. A minimum of 33% of the aggregate of all enclosed yard areas within a Resort
238 Related Luxury or Ritz-Carlton Branded lot shall be open, planted, or pervious;

239 | [Applicant wants 29.e deleted]

240

241 | f. [Applicant has issue with most of Stipulation 29.f] Accessory structures that
242 | do not exceed six (6) feet in height above ~~finished grade~~ Grade, including, but
243 | not limited to, pools, barbeques, fire pits, fireplaces, water features and other
244 | accessory structures, shall be allowed within the boundaries of each ~~Area B~~
245 | ~~and Area C~~ lot, provided they are located behind and screened from public
246 | ~~right-of-way streets. A freestanding guesthouse is not an allowed accessory~~
247 | ~~structure.~~ Accessory structures over six (6) feet above ~~finished grade,~~
248 | ~~inclusive of casitas, freestanding guest homes, gazebos, trellises, and patio~~
249 | ~~covers~~ Grade shall be allowed on each ~~Area B and Area C~~ lot, provided they
250 | are limited to sixteen (16) feet above ~~finished grade~~ Grade and comply with
251 | the following setbacks:

252

- Front yard – ten (10) feet

253

- Side yard – five (5) feet

254

- Side yard that abuts a street – ten (10) feet

255

- Rear yard – ten (10) feet

256 | OR, an alternative to Stipulation 29.f above:

257 | Detached Accessory Buildings and Minor Site Improvements such as pools, spas, trellis,
258 | patio covers, gazebos, fireplaces and fire pits may be installed in an enclosed Resort
259 | Related yard or Ritz-Carlton Branded yard provided they each have a setback of five (5)
260 | feet from the enclosed yard wall and a height below sixteen (16) feet. No setback is
261 | required for water features less than eighteen (18) inches deep as long as no portion of
262 | such water feature shall exceed the height of the closest property wall. The total area of
263 | all such open beamed and roofed accessory structures shall be limited to a maximum of
264 | 25% of the total enclosed yard area within a lot.

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265 OTHER stipulations for consideration to add to Stipulation29 above:

266 Pools, spas, hot tubs, ponds and fountains are allowed, provided that the aggregate area
267 of such features which are in excess of 18” deep shall not exceed 1,000 square feet.

268
269 Pool and fountain equipment are allowed, provided that all such equipment must be
270 screened in such a manner so as not to be visible from any lot or common area or
271 adjoining property. All heaters are to be stackless or low-profile in configuration.

272
273
274 Freestanding fireplaces or fire pits are allowed, subject to the following:

275 • Wood burning freestanding exterior fireplaces or fire pits are allowed but are
276 limited to one per Resort Villa lot. Additional freestanding fireplaces are
277 allowed but are restricted to gas burning only.

278 • Freestanding outdoor fireplace chimneys shall not exceed ten feet in height.
279 Attached fireplace chimneys may be two feet above the top of accessory
280 structure or 14 feet in height total, whichever is less.

281 • Freestanding fireplaces and fire pits must be set back a minimum of five feet
282 from all Resort perimeter Property lines.

283
284 Playground equipment, basketball backboards, storage sheds and free-standing flagpoles
285 shall not be permitted.

286 30. [Word choices that may need refining in this stipulation] Construction for the Resort Related
287 Attached ~~Village Townhomes~~Residences (Area D)

288
289 a. The Resort Related Attached ~~Village Townhomes~~residences shall be constructed in
290 conformance with the development standards set forth in This Special Use Permit;
291 and-

292

293 | b. ~~Accessory structures~~ Minor Site Improvements not shown on This Special Use
294 | Permit may be constructed on a Resort Related Attached ~~Village Townhome~~
295 | ~~to residences~~ when otherwise in compliance with This Special Use Permit.
296 |

297 | 31. All lighting not visible off site shall meet Resort Guidelines. All lighting (including fixtures,
298 | light source, etc.) visible off site shall be approved through a minor amendment.
299 |

300 | 32. Except as otherwise allowed by Federal or State requirements, antenna and satellite dishes
301 | are permitted, as follows:
302 |

303 | a. Satellite dishes must not be located above the roof line. Satellite dishes and antennas
304 | greater than twenty-four (24) inches in diameter are permitted, provided that they are
305 | not mounted on the roof and meet all Town Code requirements, including full
306 | screening of equipment from view to the public right-of-way or properties not part of
307 | This Special Use Permit; and
308 |

309 | b. All wiring shall be contained within a structure, conduit or underground.
310 |

311 | 33. Cellular and other wireless transmission antennas are permitted, provided that they comply
312 | with this Special Use Permit, all applicable Town ordinances and obtain a Conditional Use
313 | Permit pursuant to Article XI, Special Uses and Additional Regulations, of the Town Zoning
314 | Ordinance, as amended. Any cellular antennas shall be designed as integrated architectural
315 | features within the structures on the Property and any screening shall be in the same finish
316 | and color as the structure on which it is located. There shall be no unscreened projections of
317 | cellular antennas on any building above the roofline. Any lease agreement with a wireless
318 | operator will specifically allow entry by the Town and its agent for the purpose of inspection
319 | and compliance with Town ordinances and will require compliance with Article XII,
320 | Personal Wireless Service Facilities, of the Town Zoning Ordinance or any successor
321 | ordinance regarding the conditions and limitations of special use permits.
322 |
323 |

324 34. The final design for the Visually Significant Corridor of Lincoln Drive shall be submitted
325 and approved by the Town Manager or designee.

326 **C. Uses**
327
328

329 35. Temporary tents or pavilions may be erected at the Resort Hotel, Resort Villas, Resort
330 Ancillary Facilities and related site improvements, in the locations shown on the Approved
331 Plans, provided that such temporary tents or pavilions shall not remain erected for more than
332 sixteen (16) consecutive days per event. No tent shall be higher than twenty-four feet (24')
333 above finished grade. Any other temporary tent or pavilion shall have adequate parking and
334 be approved by the Town Manager or designee.
335

336 36. The applicant has some concerns on this stipulation. It is similar to other SUPs, and is
337 meant to clarify when an SUP event permit is needed or not. The permit from the Fire
338 Marshal is separate from the zoning approval of the tents/special event]. Special events shall
339 be permissible, with or without temporary tents or pavilions, provided these events are in
340 accordance with the Article 8-8, Special Events on Private Property and Public Rights-of-
341 Way, of the Town Code, as may be amended, with the following conditions:

342
343 a. As allowable in said Article 8-8, Special Use Permit properties are exempt from the
344 Special Event permit review process provided that such exempted events are limited
345 to the type of activities that are customary and incidental to the primary uses of This
346 Special Use Permit and any temporary tents or pavilions used are as approved at the
347 locations and tent sizes shown with This Special Use Permit;
348

349 b. Exemption from the Special Event permit review process does not exempt the Resort
350 Owner from any applicable required permit inspections related to public health,
351 safety and welfare by the Town, State of Arizona, or other such jurisdiction. Such
352 permit inspections are determined as follows:

353
354 i. A permit from the Town Fire Marshal, or designee, for any structure or tent

- 355 | having an area in excess of 200 square feet, or a canopy in excess of 400
356 | square feet, and
357 | ii. Review by the Town Community Development Department the provision for
358 | and location of any portable restroom facilities;
359 |
360 | c. Any temporary tents or pavilions not shown on said plans may be approved in
361 | accordance to Article 8-8-10, Procedure for Review of Application and Appeal of
362 | Decision, of the Town Code;
363 |
364 | d. Temporary tents or pavilions must meet a minimum setback of 40 feet to the exterior
365 | property line of This Special Use Permit; and
366 |
367 | e. Placement of any temporary tent or pavilion shall have no adverse impact on parking
368 | or circulation

369 | 37. The hours of public operation for the Resort Hotel shall be twenty-four (24) hours per day,
370 | seven (7) days a week, except for the hours and operational standards set forth below:

- 371 | a. Indoor Bars/lounges: 6:00 a.m. to close per state statute;
- 372 | b. Outdoor banquets, receptions, weddings and socials: 6:00 a.m. to 2:00 a.m.;
- 373 | c. Rooftop Resort Hotel Amenity
- 374 | i. No activities or events shall occur between 10:00 p.m. and 7:00 a.m.; ~~with the~~
375 | ~~exception of event setup and breakdown procedures conducted by resort staff.~~
376 | ii. No amplified music shall be permitted at any time;
- 377 | iii. No permanent shade structures may be constructed. Temporary shade structures
378 | are permitted as needed for specific events. Temporary structures shall be
379 | ~~constructed~~ erected and removed ~~within 24 hours of the same day as~~ the event;
- 380 | iv. No outward projected lighting shall be permitted from the Rooftop Resort Hotel

- 381 Amenity;
- 382 v. At no time may the noise level exceed current Town Code standards at or
- 383 beyond the SUP boundary line. The Town reserves the right to require
- 384 additional noise mitigation measures such as sound deadening materials or other
- 385 techniques to remedy any violation of the Town’s noise or nuisance regulations
- 386 and This Special Use Permit;
- 387 vi. The maximum occupancy shall be limited to the applicable building and fire
- 388 codes;
- 389 vii. Food and alcohol service may be provided at any time between 7:00 a.m. and
- 390 10:00 p.m.
- 391 viii. The Spa & Fitness facilities: Outside members limited to 5:00 a.m. to midnight;
- 392 and
- 393 ix. Trash pickup: 7:00 a.m. to 7:00 p.m.

394 38. [The applicant has concerns with this stipulation, refer to their response letter] Use of Resort

395 Villas (Area A1), Resort Related ~~Luxury~~ Homes (Area B), ~~Resort Ritz-Carlton~~ Branded

396 Homes (Area C), ~~and~~ Resort Related Attached ~~Village Townhomes~~residences (Area D), and

397 Resort-Related Mixed Use (Area E).

- 398 a. Resort Villas (Area A1)
- 399 i. Each owner of a Resort Villa may occupy it, or permit its family and guest(s)
- 400 to occupy it, or make it available for residential uses. In addition, each owner
- 401 of a Resort Villa may voluntarily participate in the Resort Hotel rental
- 402 program and make the Resort Villa available for transient occupancy uses, or
- 403 hospitality uses, at their sole option, under the terms and conditions of the
- 404 Resort Hotel rental program. The principal guest of a Resort Villa in the
- 405 Resort Hotel rental program shall register with the Resort Hotel. Nothing shall
- 406 prohibit a Resort Villa from being sold (and thereafter resold) to a third party,
- 407 or parties, and used as provided herein.
- 408 ii. Units must always meet the FF&E standards established under the Principal
- 409 Resort Hotel’s Comprehensive Design Manual for Hotel Keys.

- 410 iii. Rental of units will be processed through the Principal Resort Hotel’s Rental
- 411 Management Program or other similar mechanism where the Principal Resort
- 412 Hotel can track all rental activity.
- 413 iv. The term “residences” will not be used in any branding or marketing materials
- 414 for the sale of units.
- 415 v. Each floor of the building containing units must contain a maid/housekeeping
- 416 closet and an ice-making machine
- 417 vi. Each unit must have locking entrance doors tied to a remote master key
- 418 system located at the guest reception area of the Principal Resort Hotel, which
- 419 system is capable of issuing new key cards for each unit as it is rented and
- 420 cancelling key cards upon expiration of the rental term
- 421 vii. Each unit must be connected to a master television system as would typically
- 422 be found in a full service upper upscale or better resort hotel
- 423 viii. Each unit must be connected to a master telephone or VOIP system that
- 424 allows intra-system calls to the front desk, concierge, housekeeping, room
- 425 service, and other hotel services, as typically found in a full service upper
- 426 upscale or better resort hotel.

427 b. Resort Related ~~Luxury~~ Homes (Area B). Each owner of a Resort Related
428 ~~Luxury~~ Home may occupy it or permit its family and guest(s) to occupy it, or
429 make it available for residential uses. Nothing shall prohibit a Resort Related
430 ~~Luxury~~ Home from being sold (and thereafter resold) to a third party, or
431 parties, and used as provided herein.

432 c. ~~Resort-Ritz-Carlton~~ Branded Homes (Area C). Each owner of a ~~Resort-Ritz-~~
433 ~~Carlton~~ Branded Home may occupy it, or permit its family and guest(s) to
434 occupy it, or make it available for residential uses. In addition, each owner of
435 a ~~Resort-Ritz-Carlton~~ Branded Home may voluntarily participate in the Resort
436 Hotel rental program and make the home available for transient occupancy
437 uses, or hospitality uses, at their sole option, under the terms and conditions of
438 the Resort Hotel rental program. Nothing shall prohibit a ~~Resort-Ritz-Carlton~~

439 Branded Home from being sold (and thereafter resold) to a third party, or
440 parties, and used as provided herein.

441 d. Resort Related Attached ~~Village Townhomes~~Residences (Area D). Each owner
442 of a Resort Related Attached ~~Village Townhome~~Residence may occupy it or
443 permit its family and guest(s) to occupy it, or make it available for residential
444 uses. Nothing shall prohibit a Resort Related Attached ~~Village~~
445 ~~Townhome~~Residence from being sold (and thereafter resold) to a third party,
446 or parties, and used as provided herein.

447 ~~d.e.~~ Resort-Related Mixed Use (Area E). The following uses are subject to future
448 site plan review for Area E located within the Town of resort-related retail
449 and resort-related residential, or all detached residential use.

450 [Place in the development agreement] ~~Rentals other than by Resort Hotel Owner.~~
451 ~~Annual or longer rentals of Resort Villas and Resort Branded Homes are permitted,~~
452 ~~subject to the Covenants, Conditions and Restrictions of the Resort.~~

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D. Parking and Circulation

39. Parking shall meet or exceed the parking requirements set forth in this Special Use Permit. Any change in use to the Resort Hotel that increases the parking demand over what is provided in This Special Use Permit must be approved as a minor amendment by the Planning Commission.
40. All contracts between the Resort Hotel Owner and any valet company or other parking company shall include an acknowledgment and agreement that such company shall not park any vehicles on public streets in the Town. Buses and other vehicles may be used to shuttle guests or employees to or from parking areas not located on the Resort, and between the Resort and other destinations (e.g., airport, shopping facilities, golf courses, attractions, etc.). Any catering agreement between Resort Hotel Owner and any owner or guest booking events at the Resort shall include an acknowledgement and agreement that catering vehicles may not park on public streets in the Town.
41. Unlicensed support vehicles (i.e., golf carts, utility vehicles, etc.) may be used to transport guests and residents and provide services to the Resort, Resort Villas, Resort Ancillary Facilities, Resort Related Luxury Homes (Area B), ~~Resort Ritz-Carlton~~ Branded Homes (Area C), Resort Related Attached ~~Village Townhomes residences~~ (Area D), and ~~hotel, residential, resort-related retail, restaurant~~ Resort Related Retail, Restaurant, and ~~resort-related health services in Residential Uses (Area E and the 17 acres of land within the City of Scottsdale located at the southwest corner of Indian Bend and Scottsdale Roads,)~~, but shall not be used or parked on any public street.
42. All designated fire lanes shall maintain a vertical clearance of fourteen feet (14') above finished grade and a horizontal clearance of twenty feet (20') to allow passage of emergency vehicles and must meet all current Arizona Department of Transportation standards. Emergency access points are only to be utilized for emergency vehicles. No deliveries or other use is allowed.

PROPOSED STIPULATIONS

483 43. At any time when the parking demand within the Resort is expected to exceed onsite
484 capacity, the Owners of the affected areas shall initiate a parking management plan which
485 may include valet parking or offsite parking arrangements (but not the use of parking on any
486 public street within the Town).

487 44. All streets and drives in the Resort are and shall remain private streets. All streets, sidewalks
488 and paved areas constructed shall remain private; provided, that all new streets constructed
489 shall be per the SUP booklet cross sections. That part of This Special Use Permit granted for
490 private streets and drives herein shall be binding on the Applicant.

491 45. The streets and drives on the Property shall be constructed and maintained by the Applicant.
492 The rights and obligations, including but not limited to the right and obligation to maintain
493 the streets and drives on the Property, shall run with the land and shall be binding thereon. In
494 the event a condition that threatens the health or safety of the residents of the Town is created
495 or results from the Applicant's failure to maintain the streets or drives within the Property,
496 the Town may give the Applicant a written notice to undertake appropriate maintenance to
497 cure such condition. If the condition remains uncured for thirty (30) days after notice thereof
498 in writing to the Applicant by the Town, or if the condition is such that it cannot be
499 reasonably corrected within thirty (30) days, the correction thereof not having been
500 commenced and thereafter diligently prosecuted within thirty (30) days from receipt of such
501 written notice, the Town may enter the Property and perform such work necessary to cure the
502 condition. The Town may assess the actual costs and expenses related to such work against
503 the Applicant as owner of the private streets and drives, and the Applicant shall remit
504 payment to the Town within thirty (30) days of receipt of an invoice together with the usual
505 and customary supporting documents and materials from such work. If the Applicant fails to
506 remit such payment within the 30-day period, the Town may file a lien against the Property
507 for any such unpaid amount due to the Town.

508 46. The 8' wide public trail shall remain ungated and unobstructed at all times. The trail must
509 meet ADA requirements and must have full clearance for a bicycle at bridge crossing.

510 47. Proposed guardgates and guardhouses shall be in the general locations shown on the Resort
511 Wall Master Plan and must meet the SUP Guideline standards.

512 48. All proposed cul-de-sacs in Areas B & C shall meet a right-of-way radius of not less than
513 forty-five feet (45') with an improved traffic circle having a radius of forty feet (40')

514 ~~No loading, truck parking, trash containers or outdoor storage area shall be located within 100~~
515 ~~feet of residentially zoned property outside of the SUP boundaries. All such areas shall provide~~
516 ~~visual and noise screening to minimize impacts on adjacent residential property.~~

517 **E. Management**

518 49. There shall be at least one person at the Resort at all times who has been thoroughly briefed
519 on the provisions of This Special Use Permit and who has the authority to resolve all
520 problems related to compliance with This Special Use Permit. All calls from Town residents
521 to the Town or Resort, regarding noise or disturbances shall be referred to and addressed by
522 such person(s). Maintenance of the Resort in general, and all common areas specifically,
523 shall be coordinated through a single unified management entity, which may be the Resort
524 Hotel Owner or its designee.

525 50. Applicant would like clarification of this plan **COMMUNITY OUTREACH**
526 Subsequent to the approval of this Ordinance, the Owner shall implement the Community
527 Outreach Plan.

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530 Note: Prior to Town Council action these stipulations will be put into a Town ordinance format,
531 including the inclusion of definitions

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