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AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE
FOREST TRAILS UNIT FOUR PRIVATE SANITARY SEWER SYSTEM DISTRICT
FOR
UNIT FOUR, PHASE FOUR AT FOREST TRAILS LOTS 65 THROUGH 75
AND UNIT FOUR, PHASE FIVE AT FOREST TRAILS LOTS 76 THROUGH 103

AMENDED AND RESTATED DECLARATION
OF
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UNIT FOUR, PHASE FOUR AT FOREST TRAILS LOTS 65 THROUGH 75
AND UNIT FOUR, PHASE FIVE AT FOREST TRAILS LOTS 76 THROUGH 103

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR THE FOREST TRAILS UNIT FOUR PRIVATE SANITARY SEWER SYSTEM DISTRICT FOR UNIT FOUR, PHASE FOUR AT FOREST TRAILS LOTS 65 THROUGH 75 AND UNIT FOUR, PHASE FIVE AT FOREST TRAILS LOTS 76 THROUGH 103 (the "Amended and Restated Sewer System District Declaration") is made effective as of the date of its recording in the Official Records of Yavapai County, Arizona.

RECITALS

WHEREAS, on August 26, 2003, Prescott Forest One Limited Partnership (the "Declarant") recorded the Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75, in the office of the Recorder of Yavapai County, Arizona, in Book 4066, at Page 926 (the "Phase Four Sewer District Declaration").

WHEREAS, on the date of the recording of the Phase Four Sewer District Declaration, the Declarant was the sole owner of Lots 65 through 75, inclusive, Unit Four, Phase Four at Forest Trails depicted on the plat (the "Phase Four Plat") recorded in the office of the Recorder of Yavapai County, Arizona, in Book 46 of Maps, at Page 44.

WHEREAS, Lots 65 through 75 of Unit Four, Phase Four at Forest Trails are subject to the Supplemental Declaration of Covenants, Conditions and Restrictions for Unit Four, Phase Four at Forest Trails Lots 65 through 75 recorded in Book 3984, beginning at Page 914 of the Official Records of the Yavapai County Recorder (as amended by the First Amendment to the Supplemental Declaration of Covenants, Conditions and Restrictions for Unit Four, Phase Four at Forest Trails Lots 65 through 75 recorded in Book 4074, beginning at Page 844 of the Official Records of the Yavapai County Recorder, the "Phase Four Supplemental Declaration").

WHEREAS, on December 6, 2004, the Declarant recorded the Supplemental Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Five at Forest Trails Lots 76 through 103, in the office of the

Recorder of Yavapai County, Arizona, in Book 4212, at Page 879 (the "Phase Five Sewer District Declaration").

WHEREAS, on the date of the recording of the Phase Five Declaration, the Declarant was the sole owner of Lots 76 through 103, inclusive, Unit Four, Phase Five at Forest Trails depicted on the plat (the "Phase Five Plat") recorded in the office of the Recorder of Yavapai County, Arizona, in Book 51 of Maps, at Page 82. The Phase Four Plat and the Phase Five Plat are hereinafter sometimes referred to together as the "Plats" and the Lots, the tracts and the other property depicted thereon are hereinafter sometimes referred to together as the "Property."

WHEREAS, Lots 76 through 103 of Unit Four, Phase Five at Forest Trails are subject to the Supplemental Declaration of Covenants, Conditions and Restrictions for Unit Four, Phase Five at Forest Trails Lots 76 through 103 (the "Phase Five Supplemental Declaration") recorded in Book 4212, beginning at Page 878 of the Official Records of the Yavapai County Recorder.

WHEREAS, Lots 65 through 75 of Unit Four, Phase Four at Forest Trails and Lots 76 through 103 of Unit Four, Phase Five at Forest Trails are the sites of residential units constructed or intended to be constructed thereon, and

WHEREAS, at the time of the development of Unit Four, Phase Four at Forest Trails and of Unit Four, Phase Five at Forest Trails, Declarant established, for its benefit and the benefit of all future owners or occupants of the Property, or any part thereof, a private sanitary sewer system (the "Private Sewer System") within the roadways and driveway tracts shown on the Plats along with certain restrictions and obligations with respect to the use and maintenance thereof.

WHEREAS, pursuant to the Phase Four Supplemental Declaration and the Phase Four Sewer District Declaration and the Phase Five Supplemental Declaration and the Phase Five Sewer District Declaration, the Declarant established that the owners, mortgagees, beneficiaries and trustees under deeds of trust, occupants, and other persons acquiring any interest in the Property shall at all times enjoy the benefits of, and shall at all times hold their interests subject to, the rights, easements, privileges, and restrictions set forth in the Phase Four Sewer District Declaration or the Phase Five Sewer District Declaration, as the case may be, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership and to facilitate the proper administration of the Private Sewer System and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

WHEREAS, pursuant to Section 10.6 of the Phase Four Sewer District Declaration and Section 10.6 of the Phase Five Sewer District Declaration such documents may be amended in a writing setting forth the amendments signed and acknowledged by the Board and by the Owners having two-thirds of the total votes of the Owners; provided that any amendments to Section 3 and to

Section 10.6 of such respective documents must be signed and acknowledged by the Board, by all of the Owners and by all mortgagees or trustees or beneficiaries under deeds of trust having bona fide liens of record against any Lots.

WHEREAS, the Board has determined that the amendments to Section 3 and to Section 10.6 of each of the Phase Four Sewer District Declaration and the Phase Five Sewer District Declaration as hereinafter set forth in this Amended and Restated Sewer System District Declaration are reasonably necessary for the Association's management of the Private Sewer System and that compliance with the restrictions as set forth in such sections is not necessary to protect the legitimate interests of the Members of the Association or of the mortgagees or trustees or beneficiaries under deeds of trust having bona fide liens of record against any Lots. Therefore, the Board has concluded that, in accordance with applicable Arizona law, the requirement that the amendments to Section 3 and to Section 10.6 of the Phase Four Sewer District Declaration and the Phase Five Sewer District Declaration as hereinafter set forth in this Amended and Restated Sewer System District Declaration must be signed and acknowledged by the Board, by all of the Owners and by all mortgagees or trustees or beneficiaries under deeds of trust having bona fide liens of record against any Lots is excused and that such amendments must be approved by only the Owners having two-thirds of the total votes of the Owners.

WHEREAS, the undersigned Owners having at least two-thirds of the total votes of the Owners desire to amend and restate the Phase Four Sewer District Declaration and the Phase Five Sewer District Declaration to combine the provisions thereof into one document applicable to all of the Property and to make certain additional amendments to the covenants, conditions and restrictions created pursuant to the Phase Four Sewer District Declaration and the Phase Five Sewer District Declaration, all as hereinafter set forth in this Amended and Restated Sewer System District Declaration.

THEREFORE, the undersigned Owners hereby amend and restate the Phase Four Sewer District Declaration and the Phase Five Sewer District Declaration to provide as follows:

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EXHIBIT "A" – INSTALLATION, OPERATION AND MAINTENANCE PLAN

SECTION 1
DEFINITIONS

- 1.1 Definitions. Certain words and terms used in this Declaration are defined as follows:
1. “Articles” shall mean and refer to the Articles of Incorporation of Forest Trails PSSS Association, which are filed in the office of the Corporation Commission of the State of Arizona, as said Articles may be amended from time to time.
 2. “Assessments” shall mean and refer to the Annual Assessment, Special Assessments, Initial Assessments and Lot Specific Assessments levied and assessed against each Lot pursuant to Article 5 of this Declaration.
 3. “Assessment Lien” shall mean and refer to the Assessment Lien created pursuant to Section 5.1(b) of this Declaration.
 4. “Assessment Year” shall mean the period for which the Annual Assessment is to be levied which shall be the Association's fiscal year.
 5. “Association” shall mean and refer to Forest Trails PSSS Association, an Arizona non-profit corporation, incorporated to administer and enforce the Governing Documents and to exercise the rights, powers and duties set forth therein, and its successors and assigns.
 6. “Association Rules” shall mean and refer to the rules adopted by the Board pursuant to this Declaration.
 7. “Board” or “Board of Directors” shall mean and refer to the Board of Directors of the Association, the governing body of the Association.
 8. “Bylaws” shall mean and refer to the Bylaws of the Association, as they may be amended from time to time.
 9. “Common Expenses” shall mean and refer to the actual and estimated expenses of operating the Private Sewer System and the Association and any reasonable reserve for such purposes as determined from time to time by the Board and all sums designated as Common Expenses by or pursuant to the Governing Documents; including, without limitation, taxes, insurance premiums, management fees, legal costs, all Private Sewer System Expenses and other expenses incurred in connection with the activities required by this Declaration.

10. "Declarant" shall mean and refer to Prescott Forest One Limited Partnership, an Arizona Limited Partnership, its successors and assigns, and any person to whom it may expressly assign any or all of its rights under the Declaration but shall not include members of the public purchasing Lots.
11. "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Forest Trails Unit Four Private Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and Unit Four, Phase Five at Forest Trails Lots 76 through 103, and the covenants, conditions and restrictions herein set forth, as the same may be from time to time amended.
12. "Dwelling Unit" shall mean and refer to any buildings and improvements constructed upon a Lot intended for residential purposes.
13. "First Mortgage" shall mean and refer to any Mortgage which is a first priority lien on any Lot.
14. "First Mortgagee" shall mean and refer to the holder of a First Mortgage.
15. "Governing Documents" shall mean and includes this Declaration, the Installation, Operation and Maintenance Plan, the Plats, the Articles, the Bylaws and the Association rules adopted by the Board, in each case, as they may be amended from time to time.
16. "Improvement" shall mean and refer to any building, fence, wall or other structure or any swimming pool, tennis court, road, driveway, parking area or any trees, plants, shrubs, grass, irrigation systems or other landscaping improvements of every type and kind.
17. "Installation, Operation and Maintenance Plan" shall mean and refer to (i) the Dava & Associates, Inc. memorandum dated August 14, 2017, with attachment dated July 17, 2017, which is attached to this Declaration as Exhibit A, and (ii) any successor installation, operation and maintenance plan approved by the Board, in each case as such plan may be amended by the Board from time to time.
18. "Lot" of "Lots" shall mean Lots 65 through 75, inclusive, Unit Four, Phase Four at Forest Trails according to the Phase Four Plat and Lots 76 through 103, inclusive, Unit Four, Phase Five at Forest Trails according to the Phase Five Plat, together with the Dwelling Unit and any other Improvements constructed thereon.
19. "Majority" shall mean and refer to the Owners of more than fifty percent (50%) of the Lots.

20. "Member" shall mean and refer to an Owner of a Lot in the Property and a Person entitled to membership in the Association as provided herein.
21. "Mortgage" shall include a recorded deed of trust as well as a recorded mortgage.
22. "Mortgagee" shall include the beneficiary or a holder of a deed of trust as well as a mortgagee.
23. "Mortgagor" shall include the trustor (borrower) of a deed of trust as well as a mortgagor.
24. "Occupant" shall mean and refer to a Person or Persons, other than an Owner, in possession of a Lot.
25. "Forest Trails Development Declaration" shall mean and refer to the Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded in Book 1583, at Page 556 of the Official Records of the Yavapai County Recorder, as amended from time to time.
26. "Owner" shall mean and refer to the record holder of legal or equitable title in fee simple to a Lot in the Property. This shall include any Person having a fee simple title to any Lot, but shall exclude Persons or entities having any interest merely as security for the performance of any obligation. Further, if a Lot is sold under a recorded contract of sale to a purchaser, the purchaser, rather than the fee owner, shall be considered the "Owner" as long as he or a successor in interest remains the contract purchaser under the recorded contract.
27. "Person" shall mean and refer to a natural person, corporation, business trust, estate, trust, partnership, association, limited liability company, trustee, joint venture, government, government subdivision or agency, or other legal or commercial entity.
28. "Phase Five Lots" shall mean and refer to Lots 76 through 103, inclusive, at Unit Four, Phase Five at Forest Trails as shown on the Phase Five Plat.
29. "Phase Five Sewer District Declaration" shall mean and refer to the Supplemental Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Five at Forest Trails Lots 76 through 103, in the office of the Recorder of Yavapai County, Arizona, in Book 4212, at Page 879.
30. "Phase Five Supplemental Declaration" shall mean and refer to the Supplemental Declaration of Covenants, Conditions and Restrictions for Unit Four, Phase Five at Forest

Trails Lots 76 through 103 recorded in Book 4212, beginning at Page 878 of the Official Records of the Yavapai County Recorder, as amended from time to time.

31. "Phase Four Lots" shall mean and refer to Lots 65 through 75, inclusive, at Unit Four, Phase Four at Forest Trails as shown on the Phase Four Plat.
32. "Phase Four Sewer District Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75, in the office of the Recorder of Yavapai County, Arizona, in Book 4066, at Page 926.)
33. "Phase Four Supplemental Declaration" shall mean and refer to the Supplemental Declaration of Covenants, Conditions and Restrictions for Unit Four, Phase Four at Forest Trails Lots 65 through 75 recorded in Book 3984, beginning at Page 914 of the Official Records of the Yavapai County Recorder, as amended by the First Amendment to the Supplemental Declaration of Covenants, Conditions and Restrictions for Unit Four, Phase Four at Forest Trails Lots 65 through 75 recorded in Book 4074, beginning at Page 844 of the Official Records of the Yavapai County Recorder, as amended from time to time.
34. "Plat" or "Plats" shall mean and refer to (i) the Forest Trails - Unit Four, Phase Four (the "Phase Four Plat") recorded in the office of the Recorder of Yavapai County, Arizona, in Book 46 of Maps, at Page 44 and (ii) the Final Plat Forest Trails - Unit Four, Phase Five and a Replat of Lot 69 of Forest Trails - Unit Four, Phase Four (the "Phase Five Plat") recorded in the office of the Recorder of Yavapai County, Arizona, in Book 51 of Maps, at Page 82, and, in each case, all amendments, supplements, or corrections thereto which cover the Property or a portion thereof.
35. "Property" shall mean and refer to Lots 65 through 75, inclusive, Unit Four, Phase Four at Forest Trails according to the Phase Four Plat and Lots 76 through 103, inclusive, Unit Four, Phase Five at Forest Trails according to the Phase Five Plat, and the common area tracts and the private roadways according to the Plats together with all Improvements constructed or contained therein or thereon, and all easements, rights and appurtenances belonging thereto.
36. "Private Sewer System" shall mean and refer to the private sanitary sewer system located entirely within or adjacent to the private roadways of the Property, including, without limitation, mains, laterals, and services to each individual Lot up to and including the back-check valve on each service, which has not been dedicated for any public purpose and all other equipment and appurtenances necessary to provide private sewer system service to the Property, together with all easements, rights and privileges associated

therewith or used for the purpose of private sewer system service to the Property and all repairs, alterations and improvements made thereto pursuant to this Declaration.

37. "Private Sewer System Expenses" shall mean and refer to all of the costs incurred by the Association in maintaining, repairing and replacing the Private Sewer System and any reasonable reserve for such purposes as determined from time to time by the Board and all sums designated as Private Sewer System Expenses by or pursuant to the Governing Documents.

SECTION 2 BINDING COVENANTS

2.1 Rights and Obligations. The Owners hereby submit and subject the Property to the rights, easements, privileges, covenants and restrictions set forth in this Declaration and hereby declare that all of the Property, including the Lots and the Private Sewer System, shall be owned, leased, sold, conveyed, encumbered or otherwise held or disposed of subject to the terms, conditions and provisions of this Declaration. Each grantee of an Owner, by the acceptance of a deed of conveyance, and each purchaser under an agreement of sale, and each Person at any time owning or acquiring any interest in any part of the Property, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions or obligations hereby imposed shall be deemed and taken to be covenants running with the land and equitable servitudes, and shall bind any Person at any time having any interest or estate in the Property, and shall inure to the benefit of such grantee, purchaser or Person in like manner as though the provisions of this Declaration were set forth in each and every deed of conveyance, purchase contract or other instrument whereby a Person acquired any interest in the Property.

2.2 Original and Supplemental Declarations Controlling. Notwithstanding anything in this Declaration to the contrary, the Property shall at all times be subject to the provisions set forth in the Forest Trails Development Declaration, as it may be amended from time to time. The Phase Four Lots shall at all times be subject to the provisions set forth in the Phase Four Supplemental Declaration, as it may be amended from time to time, and the Phase Five Lots shall at all times be subject to the provisions set forth in the Phase Five Supplemental Declaration, as it may be amended from time to time. In the event of any conflict between the provisions of the Forest Trails Development Declaration and this Declaration, the provisions of the Forest Trails Development Declaration shall control. In the event of any conflict between the provisions of the Phase Four Supplemental Declaration and this Declaration as to a Phase Four Lot, the provisions of the Phase Four Supplemental Declaration shall control. In the event of any conflict between the provisions of the Phase Five Supplemental Declaration and this Declaration as to a Phase

Five Lot, the provisions of the Phase Five Supplemental Declaration shall control.

SECTION 3
PRIVATE SEWER SYSTEM

3.1 Description. Except as otherwise provided in this Declaration, the Private Sewer System shall consist of the private sanitary sewer system which provides private sewer system service to the Property and is located within or adjacent to the private roadways of the Property, including mains, laterals, and services to each individual Lot up to and including the back-check valve on each service, which has not been dedicated for any public purpose, and all other equipment and appurtenances necessary to provide private sewer system service to the Property, together with all easements, rights and privileges associated therewith or used for the purpose of private sewer system service to the Property and all repairs, alterations and improvements made thereto pursuant to this Declaration.

3.2 Ownership of Private Sewer System. Each Owner shall own a one-thirty-ninth (1/39) undivided interest in the Private Sewer System as a tenant-in-common with all the other Owners of the Lots in the Property. Each Owner shall, except as otherwise limited in this Declaration, have the right to use the Private Sewer System for all purposes incident to the use and occupancy of the Owner's Lot as a place of residence, and such other incidental uses permitted by this Declaration, the Forest Trails Development Declaration, and the Phase Four Supplemental Declaration or the Phase Five Supplemental Declaration, as applicable, which right shall be appurtenant to and run with the Owner's Lot. Upon the Association's written request therefor, each Owner may, at its option, transfer the Owner's undivided interest in the Private Sewer System to the Association.

SECTION 4
GENERAL PROVISIONS AS TO LOTS AND PRIVATE SEWER SYSTEM

4.1 No Severance of Ownership. At any time that an Owner is the owner of an undivided percentage interest in the Private Sewer System as a tenant-in-common, except as permitted pursuant to Section 3.2 of this Declaration, such Owner shall not execute any deed, mortgage, lease or other instrument affecting title to the Owner's Lot and the Owner's undivided interest in the Private Sewer System without including therein both the Owner's interest in the Lot and the Owner's percentage ownership interest in the Private Sewer System, to prevent any severance of such combined ownership; and any deed, mortgage, lease or other instrument purporting to affect title to one shall be deemed for all purposes to include the interest omitted.

4.2 Mortgages and Deeds of Trust. At any time that an Owner is the owner of an undivided percentage interest in the Private Sewer System as a tenant-in-common, such Owner shall have

the right to mortgage or encumber the Owner's Lot, together with the Owner's undivided percentage interest in the Private Sewer System. No Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Property or any part thereof, except the Owner's Lot and the Owner's ownership interest, if any, in the Private Sewer System.

4.3 Separate Real Estate Taxes. For so long as the Owners own the Private Sewer System, real estate taxes and personal property taxes are to be separately taxed to each Owner for the Owner's Lot and the Owner's percentage ownership interest in the Private Sewer System. In the event that for any year when the Owners own the Private Sewer System, such personal property taxes are not separately allocated and taxed to each Owner, but are taxed on the Property as a whole, then each Owner shall pay the Owner's proportionate share thereof in accordance with the Owner's percentage of ownership interest in the Private Sewer System. For any year when the Association is the owner of the Private Sewer System, the Association shall pay the personal property taxes levied on the Private Sewer System.

4.4 Installation, Repair and Replacement of Lot Improvements.

(a) Except as specifically set forth in this Declaration, maintenance, upkeep and repair of the individual Lots and of the Improvements thereon shall be the sole responsibility of the individual Owners thereof and not, in any manner, the responsibility of the Association or the Board of Directors.

(b) Initial installation of Improvements connected to the Private Sewer System shall be undertaken and completed as specified in the Installation, Operation and Maintenance Plan. The Board shall have the authority to from time to time amend, modify, or delete any provision of the Installation, Operation and Maintenance Plan. No deviation from the equipment specified in the Installation, Operation and Maintenance Plan shall be permitted without the prior written approval of the Board. Prior to the installation of or the proposed alteration to any Improvements connected to or to be connected to the Private Sewer System, the Lot Owner proposing such installation or alteration must obtain the then current Installation, Operation and Maintenance Plan and must comply with the provisions thereof.

(c) All expenses of installation and connection to the Private Sewer System shall be borne by the Lot Owner. The termination of the Private Sewer System on any Lot shall be an operable ball valve at the end of the service tap. The Lot Owner shall connect to the *in situ* ball valve with a system designed and specified by the Association for the service requirements of the Lot, and such requirements shall not exceed the capacity of the service tap provided by the Association.

(d) All expenses associated with the installation, repair, maintenance or replacement of any piping or equipment on the Lot side of the service tap connected to the Private Sewer System shall be the sole responsibility of the Lot Owner.

(e) Prior to installation of any Improvements on a Lot, the Lot Owner shall submit an application, the Initial Assessment and the site plan to the Board for approval. The application shall be in the form as provided from time to time by the Board. The Initial Assessment shall be determined pursuant to Section 5.4 of this Declaration. The site plan shall include the specifications of the piping, the equipment and the materials to be connected to the Private Sewer System, the locations of such piping and equipment and such other information as the Board shall from time to time require.

4.5 Maintenance, Repair, Replacement and Improvement of the Lots, Common Areas and the Private Sewer System. Any action necessary or appropriate to the proper maintenance, repair, replacement or improvement of the Private Sewer System may be taken by the Board of Directors (or by its duly delegated representatives) as the Board deems to be in the best interests of all parties in carrying out the purposes of this Declaration. In addition, subject to the provisions of this Declaration, the Association is responsible for repairs or replacements of Improvements to Lots, driveways, private roadways, curbing, landscaping and other portions of the Lots and of the common areas and drainage and access easements as shown on the Plats which result from the Association's exercise of its obligations to maintain, repair and replace the Private Sewer System pursuant to this Declaration. Powers, rights and duties of the Board of Directors shall be contained in this Declaration and in the Articles and the Bylaws to the extent not inconsistent with this Declaration.

4.6 Joint Facilities. To the extent equipment, facilities and fixtures within any Lot or Lots are connected to similar items affecting or serving other Lots or the Private Sewer System the use thereof by the individual Owners shall be subject to the Association.

4.7 Alterations, Additions and Improvements. No alterations of or additions or improvements to the Private Sewer System shall be made by any Owner without the prior written approval of the Board and the written consent of any Owner whose legal access to usage of the Private Sewer System would be prejudiced by the proposed alteration.

SECTION 5 ASSESSMENTS

5.1 Assessments.

(a) The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot, by acceptance of a conveyance of the interest therefor, covenants, and agrees to pay the Assessments. Each Owner of any Lot, by acceptance of a deed or recorded contract of sale therefor, whether or not it shall be so expressed in such document, is deemed to

covenant and agree to pay to the Association (a) Annual Assessments, (b) Special Assessments, (c) Initial Assessments, (d) Lot Specific Assessments, and (e) other charges made or levied by the Association against the Owner or Lot pursuant to this Declaration or the Bylaws, including, but not limited to, fines, and late charges for delinquent Assessments, such Assessments and charges to be established and collected as provided herein, in the Bylaws and in applicable statutes. A late charge equal to the greater of Fifteen Dollars (\$15.00) or ten percent (10%) of the amount of the unpaid Assessment shall be assessed to the Owner in the event any Assessment is not paid within fifteen (15) days after the due date. Any part of any Assessment (or other amount due from the Owner to the Association, including interest and/or late charges) not paid within thirty (30) days after the due date for the Assessment established in this Article 5 or elsewhere in this Declaration shall bear interest at the rate of twelve percent (12%) per annum from the due date until paid. The Assessments levied by the Association shall be used for the purpose of paying Common Expenses incurred for promoting the health, safety and welfare of the Owners of the Lots and the Private Sewer System and, in particular, for the maintenance, repair, replacement and improvement of the Private Sewer System.

(b) The Assessments, fees, charges, fines and penalties, together with interest, late charges and all costs, including but not limited to reasonable attorneys' fees, incurred by the Association in collecting or attempting to collect delinquent Assessments, fees, charges, fines or penalties, whether or not suit is filed, shall be a charge and a continuing lien upon the Lot (hereinafter "Assessment Lien") against which each such Assessment, fee, charge, fine or penalty is levied or made. Recording of the Phase Four Sewer District Declaration and the Phase Five Sewer District Declaration constituted record notice and perfection of the lien established hereby. Each Assessment, fee, charge, fine and penalty, together with interest and all costs, including but not limited to reasonable attorneys' fees, incurred by the Association in enforcing the Governing Documents and collecting or attempting to collect delinquent Assessments, fees, charges, fines or penalties, whether or not suit is filed, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the Assessment or other charge fell due as provided in this Article 5, Section 8.2 or elsewhere in this Declaration, but this personal liability shall not pass to successor Owners unless specifically assumed by them. The Assessment Lien on each Lot shall be prior and superior to all other liens except (a) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, (b) the lien or charge of any First Mortgage on that Lot, and (c) the liens created under the Forest Trails Development Declaration, the Phase Four Supplemental Declaration and the Phase Five Supplemental Declaration. No Owner of a Lot may exempt himself from liability for any Assessment by waiver of the use or enjoyment of any of the Private Sewer System or by the abandonment of his Lot. All Assessments shall be payable in the amount specified by the Assessment and no offsets against such amount shall be permitted for any reason including, without limitation, that the Lot is not connected to the Private Sewer System, a claim that the Association is not properly exercising its duties of maintenance of all or any portion of the Private Sewer System or that the Association is not enforcing the Governing

Documents.

5.2 Annual Assessments. In order to provide for the operation and management of the Association and to provide funds for the Association to pay all Common Expenses and to fund the costs for the Association's performance of its duties and obligations under the Governing Documents which constitute Common Expenses, including the establishment of replacement and maintenance reserves for Common Expenses, the Board, for each Assessment Year, shall assess an Annual Assessment against each Lot ("Annual Assessments"). The Annual Assessment amount shall be uniform for each Lot. The Board shall give notice of the Annual Assessment to each Owner at least thirty (30) days prior to the beginning of each Assessment Year, but the failure to give such notice shall not affect the validity of the Annual Assessment established by the Board nor relieve any Owner from its obligation to pay the Annual Assessment. If the Board determines during any Assessment Year that the funds budgeted for that Assessment Year are, or will, become inadequate to meet all Common Expenses for any reason, including, without limitation, nonpayment of Assessment by Members, it may increase the Annual Assessment for that Assessment Period and the revised Annual Assessment shall commence on the date designated by the Board. Annual Assessments shall be collected on an annual basis or such other basis as may be selected by the Board.

5.3 Special Assessments. The Board may levy, in any Assessment Year, on a monthly or such other basis as is determined by the Board from time to time, a Special Assessment ("Special Assessments") applicable to that Assessment Year for the purpose of (i) defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement to the Private Sewer System, (ii) defraying any unanticipated or underestimated expense normally covered by Annual Assessments, (iii) where necessary, for taxes assessed against the Private Sewer System, (iv) for any deficiency caused in whole or in part by delinquent Annual Assessments and (v) for any other lawful purpose. The Special Assessment amount shall be uniform for each Lot. Special Assessments shall be due and be collected as specified by the Board.

5.4 Initial Assessments. The Board may levy Initial Assessments for review of the installation application, the flushing charge, the initial inspection of the redundant check valve and ball valve at the point of connection and such other matters as determined from time to time by the Board ("Initial Assessments"). The Board shall be entitled to set and change the amount of the Initial Assessment from time to time at its sole discretion. The Initial Assessment shall be due at time of submission of application for connection pursuant to Section 4.4 of this Declaration.

5.5 Lot Specific Assessments. Subject to the following provisions of this Section 5.5, Lot Specific Assessments shall be levied by the Board against Lots with respect to which particular costs have been incurred by the Association ("Lot Specific Assessments"). In the event the Association undertakes to provide work, materials or services on or about a Lot which are necessary

to cure or remedy a breach or violation of the Governing Documents that the Owner has refused to cure or remedy, such Owner by refusing to undertake or complete the required cure or remedy shall be deemed to have agreed in writing that all of the costs and expenses incurred in connection therewith shall be Lot Specific Assessments against such Owner and such Owner's Lot. Such Owner shall pay such Lot Specific Assessment within fifteen (15) days of the Board's written demand therefor. The Owner's obligation to pay a Lot Specific Assessment to the Association shall be secured by the Assessment Lien.

5.6 Transfer of Lot by Sale or Foreclosure. The sale or transfer of any Lot shall not affect the Assessment Lien or liability for Assessments due and payable except as provided below. No sale or transfer of a Lot shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien therefor. Where, however, the First Mortgagee of a First Mortgage of record or another Person obtains title to a Lot as a result of foreclosure, trustee's sale or deed in lieu of any such First Mortgage, such First Mortgagee or other Person shall not be liable for the Assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such First Mortgagee or other Person, and the Assessment Lien therefor on such Lot shall be extinguished. Such unpaid Assessments shall be deemed to be Common Expenses collectible from all of the Lots. In a voluntary conveyance of a Lot, the grantee of the same shall not be personally liable for Assessments or any other charges due to the Association in connection with that Lot which accrued prior to the conveyance unless liability therefor is specifically assumed by the grantee. Any such grantee shall be entitled to a statement from the Association setting forth the amount of the unpaid Assessments due the Association, and such grantee shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid Assessments made by the Association against the grantor in excess of the amount set forth in the statement, provided however, the grantee shall be liable for any such Assessment becoming due after the date of any such statement.

5.7 Transfer, Refinance and Disclosure Fees. Each purchaser of a Lot shall pay to the Association immediately upon becoming the Owner of the Lot a transfer fee in such amount as is established from time to time by the Board. Any Owner of a Lot who sells or refinances the Owner's Lot and requires a status or disclosure statement from the Association in connection therewith shall pay to the Association a refinance or disclosure fee in such amount as is established from time to time by the Board. Fees charged pursuant hereto shall be secured by the Association Lien established pursuant to Section 5.1(b) of this Declaration.

5.8 Enforcement of Assessment and Other Monetary Obligations.

(a) When any Assessment or other amount due from an Owner to the Association on behalf of any Lot is not paid within thirty (30) days after the due date, the Assessment Lien therefor may be enforced by foreclosure of the lien and/or sale of the Lot by the Association, its attorney or other Person authorized by this Declaration or by law to make the sale or as provided

herein. The lien may be foreclosed and the Lot sold in the same manner as a realty mortgage and property mortgaged thereunder, or the lien may be enforced or foreclosed in any other manner permitted by law for the enforcement or foreclosure of liens against real property or the sale of property subject to such a lien. The Association may, at its option, record a Notice of Lien setting forth the name of the delinquent Owner as shown in the records of the Association, the legal description or street address of the Lot against which the Notice of Lien is recorded and the amount claimed to be past due as of the date of the recording of the Notice, including late charges, interest, costs of collection, lien recording fees, lien release fees, reasonable attorneys' fees and the costs of preparing the Notice of Lien.

(b) Any such enforcement, foreclosure or sale action may be taken without regard to the value of such Lot, the solvency of the Owner thereof or the relative size of the Owner's default. Upon the sale of a Lot pursuant to this Section, the purchaser thereof shall be entitled to a deed to the Lot and to immediate possession thereof, and said purchaser may apply to a court of competent jurisdiction for a writ of restitution or other relief for the purpose of acquiring such possession. The proceeds of any such sale shall be applied as provided by applicable law but, in the absence of any such law, shall be applied first to discharge costs thereof, including but not limited to court costs, other litigation costs, collection costs and attorneys' fees incurred by the Association, all other expenses of the proceedings, interest, late charges, unpaid Assessments and other amounts due to the Association, and the balance thereof shall be paid to the Owner. It shall be a condition of any such sale, and any judgments or orders shall so provide, that the purchaser shall take the interest in the Lot sold subject to this Declaration.

(c) The Association, acting on behalf of the Lot Owners, shall have the power to bid for the Lot at any sale and to acquire and hold, lease, mortgage or convey the same. In the event the Owner against whom the original Assessment was made is the purchaser or redemptioner, the Assessment Lien shall continue in effect and said lien may be enforced by the Association, or by the Board for the Association, for the Assessments and other amounts that were due prior to the final conclusion of any such foreclosure, sale or equivalent proceedings. Further, notwithstanding any foreclosure of the Assessment Lien or sale of the Lot, any Assessments and other amounts due after application of any sale proceeds as provided above shall continue to exist as personal obligations of the defaulting Owner of the Lot to the Association, and the Board may collect the same from said Owner even after he is no longer a Member of the Association.

5.9 Fines and Penalties. In addition to any other rights or remedies which the Association may have under this Declaration or at law or in equity as a result of the violation of this Declaration or the other Governing Documents, the Association shall have the right, subject to applicable law, to levy reasonable fines or penalties against an Owner for any violation of this Declaration or the other Governing Documents by the Owner, any other Occupants of the Owner's Lot or any of the Owner's family, tenants, guests, contractors or agents. The amount of the fine or pen-

alty for each violation shall be established from time to time by the Board.

5.10 Assessment Rules; No Refunds; Surplus Funds. The Board shall have the right to adopt rules and regulations setting forth procedures for the purpose of making Assessments and for the billing and collection of the Assessments provided that the procedures are not inconsistent with the provisions of this Declaration. The Association shall be under no duty to refund any payments received by it even though the ownership of a Lot changes during an Assessment Year. The Association shall not be obligated to spend in any year all the Assessments and other sums received by it in such year, and may carry forward as surplus any balances remaining. The Association shall not be obligated to reduce the amount of the Annual Assessment in the succeeding year if a surplus exists from a prior year, and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of the Association and the accomplishment of its purposes.

SECTION 6 ASSOCIATION

6.1 Association Administration of Private Sewer System. The management of the Private Sewer System and other Improvements which the Association is responsible for maintaining pursuant to this Declaration shall be vested in the Association in accordance with this Declaration and the other Governing Documents. The administration of the Private Sewer System shall be in accordance with the provisions of this Declaration, the Articles and the Bylaws of the Association, subject to the standards set forth in this Declaration, the Phase Four Supplemental Declaration and the Phase Five Supplemental Declaration and all applicable laws, regulations and ordinances of any governmental or quasi-governmental body or agency having jurisdiction over the Property. The Board may exercise any right or privilege given to the Association expressly by the Governing Documents and every other right or privilege reasonably to be implied from the existence of any right or privilege given to the Association by the Governing Documents or by applicable laws, regulations and ordinances of any governmental or quasi-governmental body or agency having jurisdiction over the Property or as reasonably necessary to effectuate any such right or privilege.

6.2 Board of Directors. The affairs of the Association shall be managed by a Board of Directors which shall be established and which shall conduct regular and special meetings according to the provisions of the Bylaws of the Association and applicable statutes and such officers as the Board may elect or appoint in accordance with the Articles and the Bylaws.

6.3 Membership.

(a) Membership in the Association shall be limited to the Owners of Lots. An Owner

of a Lot shall automatically, upon becoming the Owner of a Lot, become a member of the Association, and shall remain a Member of the Association until such time as the Owner's ownership of the Lot ceases for any reason, at which time the Owner's membership in the Association shall automatically cease. Ownership of a Lot shall be the only criterion for membership.

(b) An Owner's membership in the Association shall not be transferred, pledged or alienated in any way, except upon the sale of the Owner's Lot and then only to such purchaser, or by intestate succession, testamentary disposition, foreclosure of mortgage of record, and transfer pursuant to the terms of a deed of trust or other legal process. Any attempt to make a prohibited transfer is void and will not be reflected upon any books and records of the Association. In the event the Owner of any Lot shall fail or refuse to transfer the membership registered in his name to the purchaser of such Lot, the Association shall have the right to record the transfer upon any books of the Association and register the new membership for the purchaser and, thereupon, the old membership, outstanding in the name of the seller, shall be null and void as if the same had been surrendered. Such selling Owner shall hold the Association harmless from any liability whatsoever as a result of such transfer.

(c) The Owners of each Lot shall be entitled to one membership in the Association; provided that there shall be no more than one membership for each Lot.

(d) If an Owner is in arrears in the payment of any amount due to the Association under any of the provisions of this Declaration, the Owner's right to use the Private Sewer System may after notice to the Owner be suspended by the Board until all payments are current and all defaults cured. The Owner in default may also be charged a reasonable amount for any use of the Private Sewer System which occurs during the period any payment due from the Owner to the Association under any of the provisions of this Declaration is in arrears.

6.4 Voting Rights of Association Members.

(a) A Member of the Association shall be entitled to one vote for each Lot owned by such Member.

(b) If any Owner is in arrears in the payment of any amount due under any of the provisions of this Declaration for a period of fifteen (15) days or is in default in the performance of any of the terms of this Declaration for a period of fifteen (15) days, such Owner's right to vote as a Member of the Association shall be suspended until all payments are current and all defaults remedied.

(c) An Owner may designate another Person to act as proxy on his or their behalf and such person need not be an Owner. Such designation shall be in writing to the Board and shall be

revocable at any time by written notice received by the Board.

(d) In the event a Lot is owned by more than one Person, and such Persons cannot agree upon the exercise of their right to vote pursuant to this Declaration, a vote for a whole Lot cast by a co-Owner shall be held to be the valid proxy of the other co-Owners, unless challenged at the time the vote is cast. In the event the vote is challenged at the time of casting and the co-Owners cannot then agree as to who shall cast the vote for the Lot, they shall lose their right to vote on the matter in question. In the event more than one co-Owner casts the vote for a particular Lot, none of the votes cast shall be counted and all of said votes shall be void.

6.5 Association Meetings. Subject to applicable statutes, regular and special meetings of Members of the Association shall be held with the frequency, at the time and place and in accordance with the provisions of the Bylaws of the Association.

6.6 Specific Powers and Responsibilities of the Board. In addition to the powers of the Board set forth in the Bylaws, this Declaration, the Phase Four Supplemental Declaration or the Phase Five Supplemental Declaration, and all applicable statutes, the Board (or the managing agent on behalf of the Board) for the benefit of all the Owners, shall acquire and shall pay for out of the Assessments as Common Expenses, the following:

(a) Professional management services and utility services for the Private Sewer System.

(b) As the Board may deem desirable, costs for comprehensive public liability insurance insuring the Association, its agents and employees and the Owners and their respective family members, guests and invitees against any liability incident to the ownership or use of the Private Sewer System and any other areas which the Association is responsible for maintaining, including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured and a "severability of interest" endorsement precluding the insurer from denying coverage to one Owner because of the negligence of other Owners or the Association. Such insurance shall be in amounts deemed appropriate by the Board.

(c) As the Board may deem desirable, costs for insurance for the Private Sewer System against loss or damage by fire, lightning, removal, vandalism, malicious mischief, perils covered by extended coverage, explosion and other hazards, for not less than full insurable replacement cost (to be determined from time to time by the Board). Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Association. Such policies shall be without contribution as respects other such policies carried individually by the Owners. The Board shall avoid any lapse in coverage. Such policies shall contain an endorsement to the effect that such policy

shall not be terminated for non-payment of premiums without at least ten (10) days prior written notice to the Mortgagees and trustees or beneficiaries under a deed of trust of each Lot.

(d) As the Board may deem desirable, costs for such other insurance as the Board may deem necessary, including without limitation workmen's compensation, directors liability and errors and omissions insurance, and shall purchase fidelity coverage against dishonest acts by any directors, managers, trustees, employees or volunteers of the Association who are responsible for handling funds belonging to or administered by the Association. The fidelity insurance shall name the Association as the insured. It is the intent of Section 6.6 of this Declaration to generally set forth the insurance requirements for the Association. Nothing herein shall preclude the Association, Board and Owners to acquire other types of insurance they deem reasonable from time to time.

(e) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire the Private Sewer System or any part thereof which may in the opinion of the Board constitute a lien against the Private Sewer System, rather than merely against the interests therein of particular Owners. Where one or more Owners are responsible for the existence of such a lien, they shall be jointly and severally liable for the cost of discharging it; and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Owner or Owners. The Owner(s) shall reimburse the Association for such costs within fifteen (15) days of the Board's written demand therefor. Each such Owner's obligation to make such payments to the Association shall constitute a Lot specific Assessment that is secured by the Assessment Lien.

(f) Costs for the maintenance and repair on any Lot if such maintenance or repair is necessary, in the discretion of the Board, to protect the Private Sewer System, and the Owner or Owners of said Lot have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to one of said Owners, provided that the Board shall levy a Lot Specific Assessment against such Owner or Owners for the cost of said maintenance or repair. The Owner(s) shall reimburse the Association for such costs within fifteen (15) days of the Board's written demand therefor. Each such Owner's obligation to pay such Lot Specific Assessment to the Association shall be secured by the Assessment Lien.

(g) Costs of repairs or replacements of Improvements to Lots, driveways, private roadways, curbing, landscaping and other portions of the Lots and of the common areas and drainage and access easements as shown on the Plats which result from the Association's exercise of its obligations to maintain, repair and replace the Private Sewer System pursuant to this Declaration.

6.7 Additional Specific Powers of the Board.

(a) Other than for purposes of replacing or restoring portions of the Private Sewer System in accordance with the provisions of this Declaration, the Board shall not have the authority to acquire and pay for out of Association funds the cost of any new structural alteration or any capital addition or improvement costing in excess of Ten Thousand Dollars (\$10,000.00), without in each case obtaining the prior approval of the majority of Owners.

(b) All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President and countersigned by the Secretary.

(c) The Board may adopt such reasonable Association Rules as it may deem advisable for the maintenance and conservation of the Private Sewer System, and for the health, comfort, safety and general welfare of the Owners and Occupants of the Property. Written notice of such Association Rules shall be given to all Owners and Occupants. Such Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration.

(d) Nothing herein above contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all the Owners or any of them.

6.8 Association Easements and Access to Lots

The Board or its agents and representatives may enter any Lot when necessary in connection with any repairs, maintenance, landscaping or construction for which the Association is responsible or for any other purpose reasonably related to the performance by the Association of its responsibilities under this Declaration. Such entry shall be made during reasonable hours and upon reasonable notice, unless it would be impractical to give notice in an emergency, and with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the Association. No Owner shall do any act or create any obstruction which would unreasonably interfere with the right or ability of the Association to perform any of its obligations or exercise any of its rights under this Declaration. The Lots are hereby made subject to the following easements in favor of the Association and its directors, officers, agents, employees and independent contractors:

(a) **Inspection and Maintenance.** For inspection, maintenance, repair and replacement of any portions of the Private Sewer System which the Association is specifically obligated to maintain, repair and replace pursuant to this Declaration and which are accessi-

ble only from such Lots;

(b) **Emergency.** For correction of emergency conditions related to the Private Sewer System on one or more Lots;

(c) **Performance of Duties.** For the purpose of enabling the Association, the Board or any committees appointed by the Board to exercise and discharge their respective rights, powers and duties under the Governing Documents, including, without limitation, inspection of the grinder pump and the connections to the Private Sewer System.

6.9 **Liability of the Board of Directors.** No member of the Board or of any committee of the Association, no officer of the Association, and no manager or other employee of the Association shall be personally liable to any Member, or to any other person or entity, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, the Board, the manager, any representative or employee of the Association, or any committee, committee member or officer of the Association; provided, however, the limitation set forth in this Section shall not apply to any person who has failed to act in good faith or has engaged in willful or intentional misconduct.

SECTION 7

COVENANTS AND RESTRICTIONS AS TO USE OF THE PRIVATE SEWER SYSTEM

7.1 **Area Served Description.** The Private Sewer System serves an area comprised of the Property in accordance with the provisions of this Declaration and the easements and rights granted pursuant to the Phase Four Supplemental Declaration and the Phase Five Supplemental Declaration.

7.2 **System Description.** At the time of the Declarant's development of the Property, the City of Prescott required that the Property be served by a private sewer system. The Private Sewer System serving the Property is a grinder pump-driven low-pressure sewer system. An individual residential grinder pump, as detailed in the Installation, Operation and Maintenance Plan, must be installed and operated on each Lot by the Lot Owner to grind all sewerage solids into fine particles and pump the effluent through a common force main to the existing City of Prescott sewer system. The private force mains are constructed of Schedule 40 PVC pipe ranging in size from 1-1/2" to 2-1/2" in diameter. Flushing connections are provided every 1000 feet, at junctions, and at the end of mains. Air release valves are provided at high points in the mains. The force main is installed with a minimum cover of three feet.

7.3 **Use of System.** The Private Sewer System shall be used solely for the removal of residential sanitary waste from the Lots. No Lot Owner shall utilize the Private Sewer System for dis-

posal of any other materials including, without limitation, materials generated at sites other than a Lot and caustic, toxic or otherwise harmful substances. Any use in violation of this section shall subject the violator to fines, charges, or any other remedy in law or equity. Damages caused by mis-use of the Private Sewer System shall be repaired at the sole expense of the Owner or Owners found in violation hereof. The Owner shall reimburse the Association for such amounts within fifteen (15) days of the Board's written demand therefor. Each such Owner's obligation to make such payments to the Association shall constitute a Lot Specific Assessment that is secured by the Assessment Lien.

7.4 Maintenance of Individual Sanitary Sewer System Components. Individual sanitary sewer system components, including the grinder pump, valves, and piping maintenance up to the Private Sewer System back-check valve serving each service, shall be the respective Lot Owner's responsibility.

7.5 Maintenance of Force Main.

Until more than half of the Lots are connected to the Private Sewer System, the Board shall cause an annual (or more frequent as determined by the Board of Directors) flushing of the force main by a certified operator utilizing a water truck and a pump capable of producing 50 GPM (gallon per minute) at 75 PSI or as otherwise determined appropriate by the Board. After more than half of the Lots are connected to the Private Sewer System or sub-portion of the Private Sewer System, sufficient to ensure continual flow from the lowest portion thereof, the frequency of flushing can be once every two years or as otherwise determined necessary by the Board in consultation with the certified operator.

7.6 No Warranties. THE ASSOCIATION DOES NOT WARRANT THE PRIVATE SEWER SYSTEM WILL AT ALL TIMES BE OPERATIONAL OR THERE WILL AT ALL TIMES BE SUFFICIENT CAPACITY IN THE PRIVATE SEWER SYSTEM TO MEET THE DEMANDS OF ANY OWNER OR OWNERS.

SECTION 8

REMEDIES FOR BREACH OF GOVERNING DOCUMENTS

8.1 Abatement and Enjoyment. The violation of any provisions of the Governing Documents shall give the Board the right, in addition to the other rights set forth in the Governing Documents or at law or in equity: (a) after notice to the Lot Owner, to enter upon that part of a Lot where such violation or breach exists and summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provision of the Governing Documents; and the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any violation. All expenses

of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of ten percent (10%) per annum, until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed to be a Lot Specific Assessment against such Owner and such Owner's Lot. The Owner shall reimburse the Association for such amounts within fifteen (15) days of the Board's written demand therefor. Each such Owner's obligation to make such payments to the Association shall constitute a Lot Specific Assessment that is secured by the Assessment Lien. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

8.2 Enforcement. In the event of any default by an Owner or occupant under the provisions of the Governing Documents, the Association, its successors and assigns, acting through the Board or an authorized agent, shall have each and all of the rights and remedies which may be provided for in the Governing Documents or which may be available at law or in equity, including but not limited to an action for the appointment of a receiver for the Lot without regard to the value of such Lot or the solvency of such Owner, or for damages, injunction, specific performance or for a judgment for payment of money and collection thereof. Nothing contained in this Declaration shall preclude the Association, its agents, the Board, an aggrieved Owner, a First Mortgagee or other Person having an interest in the Project from exercising any available remedy at law or in equity. All cost and attorneys' fees incurred by the Association in enforcing compliance with this Declaration (whether or not a lawsuit or other legal action is instituted or commenced) or in connection with any legal action or proceedings in connection with any default under this Declaration by an Owner or an occupant of any Lot and all damages, liquidated or otherwise, together with interest, shall be charged to and paid by such defaulting Owner. The Association, acting through the Board or its authorized agent, shall have the authority to correct any default and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and paid by such defaulting Owner, and such charges shall be part of and be secured by the Assessment Lien against the defaulting Owner's Lot as provided in Section 5.1. Any amounts charged to an Owner of a Lot pursuant to this Section 8.2, Section 5.1(c) or Section 5.3 shall be immediately due and payable upon notice to the Owner unless a specific due date is established therefor pursuant to this Declaration.

SECTION 9 GENERAL PROVISIONS

9.1 Notices to Mortgage Lenders. Upon written request to the Board, the holder of any duly recorded mortgage or deed of trust against any Lot shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner whose Lot is subject to such mortgage or deed of trust.

9.2 Waiver of Damages. Each Owner hereby waives and releases any and all claims which such Owner may have against any other Owner, Occupant, the Association, its officers, members of the Board, the Declarant, the managing agent, if any, and their respective employees and agents and beneficiaries, for damage to the Private Sewer System, the Lots or to any personal property located in the Lots or Private Sewer System, caused by fire or other casualty, to the event that such damage is covered by fire insurance or other form of casualty insurance. Neither the Declarant, nor its beneficiaries, nor their respective representatives or designees, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted to or delegated to it by or pursuant to this Declaration, or in the Declarant's (or its beneficiaries' or their respective representatives' or designees') capacity as developer, contractor, Owner, manager or seller of the Property, whether or not such claim (a) shall be asserted by any Owner, Occupant, the Board or the Association, or by any person or entity claiming through any of them; or (b) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (c) shall arise *ex contractu* or (except in case of gross negligence) *ex delictu*. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or raising by reason of, the Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Owner, Occupant, the Board, the Association and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to function, or disrepair of, any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.).

9.3 Notices. All notices, demands, statements or other communications required to be given or served under this Declaration shall be in writing and shall be deemed to have been duly given and served if delivered personally or sent by United States first class mail, postage prepaid, addressed as follows: (i) if to an Owner, at the address at which the Unit Owner shall designate in writing and file with the Association or, if no such address is designated, at the address of the Lot of such Unit Owner; or (ii) if to the Association at the address at the Association's statutory agent, or such other address as shall be designated by notice in writing to the Owners pursuant to this section. An Owner may change the Owner's address on file with the Association for receipt of notices by delivering a written notice of change of address to the Association pursuant to this section. A notice given by mail, whether regular, certified or registered, shall be deemed to have been received by the Person to whom the notice was addressed on the earlier of the date the notice is actually received or three days after the notice is mailed. If a Lot is owned by more than one Person, notice to one of the Owners shall constitute notice to all Owners of the same Lot. Each Owner shall file the Owner's correct mailing address with the Association, and shall promptly notify the Association in writing of any subsequent change of address.

9.4 Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Governing Documents shall be deemed to have been abrogated or waived

by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

9.5 Amendments to Declaration. The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or recession approved by the Board and signed by the Owners having at least two-thirds (2/3) of the total votes and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Lot, not less than ten (10) days prior to the date of such affidavit. The change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Recorder of Yavapai County, Arizona, provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of any applicable law or with any provision of the Phase Four Supplemental Declaration, the Phase Five Supplemental Declaration or the Forest Trails Development Declaration.

9.6 Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

9.7 Construction to Effectuate Purpose. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation and maintenance, repair and replacement of the Private Sewer System and the operation of the Association.

9.8 Term. Unless otherwise provided by Arizona law, this Declaration shall run with the land and have perpetual duration.

9.9 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

9.10 Binding Effect. By acceptance of a deed or by acquiring any ownership interest in any portion of the Property, each Person, for himself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, easements, rules, and regulations now or hereafter imposed by the Governing Documents and any amendments thereof. In addition, each such Person by so doing thereby acknowledges that the Governing Documents set forth a general scheme for the improvement and development of the Private Sewer System and the Property and hereby evidences his interest that all the restrictions, conditions, covenants, easements, rules, and regulations contained in the Governing Documents shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such Person fully understands and acknowledges that the Governing Documents shall be mutually beneficial, prohibitive and enforceable by the

various subsequent and future Owners. Furthermore, each such Person, its successors, assigns and grantees, covenants and agrees that the Lots and the membership in the Association and the other rights created by the Governing Documents shall not be separated or separately conveyed and each shall be deemed to be conveyed or encumbered with its respective Lot even though the description in the instrument of conveyance or encumbrance may refer only to the Lot.

9.11 Plurals; Gender. The singular, wherever used in this Declaration, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions of this Declaration apply to either entities or individuals, or men or women, shall in all cases be assumed as though in each case fully expressed.

9.12 Topic Headings. The marginal or topical headings of the sections contained in this Declaration are for convenience only and do not define, limit or construe the contents of the sections or of this Declaration.

9.13 Survival of Liability. The termination of membership in the Association shall not relieve or release any such former Owner or Member from any liability or obligation incurred under, or in any way connected with, the Association during the period of such ownership or membership, or impair any rights or remedies which the Association may have against such former Owner or Member arising out of, or in any way connected with, such ownership or membership and the covenants and obligations incident thereto.

9.14 Construction. In the event of any discrepancies, inconsistencies or conflicts between the provisions of this Declaration and the Articles, Bylaws, or the Association Rules, the provisions of this Declaration shall prevail.

9.15 Joint and Several Liability. In the case of joint ownership of a Lot, the liabilities and obligations of each of the joint Owners set forth in, or imposed by, the Governing Documents shall be joint and several.

9.16 Guests and Tenants. Each Owner shall, to the extent permitted by Arizona law, be responsible for compliance by such Owner's agents, tenants, guests, invitees, licensees and their respective servants, agents, and employees with the provisions of the Governing Documents. An Owner's failure to ensure compliance by such Persons shall be grounds for the same action available to the Association or any other Owner by reason of such Owner's own noncompliance.

9.17 Attorneys' Fees and Costs. In the event the Association or any Owner employs an attorney or attorneys to enforce an Assessment Lien or to collect any amounts due from an Owner or to enforce compliance with or recover damages for any violation or noncompliance with the

Governing Documents, the prevailing party in any such action shall be entitled to recover from the other party his reasonable attorneys' fees and costs, including expert fees, incurred in the action.

9.18 Disclaimer of Representations. The Association makes no warranty or representation as to the present or future validity or enforceability of any provisions of this Declaration. Any Owner acquiring a Lot in reliance on one or more of the provisions in this Declaration shall assume all risks of the validity and enforceability thereof and by acquiring the Lot agrees to hold the Association and any future Board members and officers of the Association harmless therefrom.

9.19 Additional Association Rules. In addition to the right to adopt the Association Rules on the matters expressly mentioned elsewhere in this Declaration, the Association shall have the right to adopt rules and regulations with respect to all other aspects of the Association's rights, activities and duties, provided said rules and regulations are not inconsistent with the provisions of this Declaration.

9.20 Violation of Law. Any violation by an Owner of any state, municipal or local law, ordinance, or regulation pertaining to the use of the Private Sewer System is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures herein set forth.

9.21 Governing Law. This Declaration and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the laws of the State of Arizona.

9.22 Interpretation. Except for judicial construction, the Board of Directors shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Board's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by this Declaration.

EXHIBIT A

INSTALLATION, OPERATION AND MAINTENANCE PLAN

Dava & Associates memorandum dated August 14, 2017 with Attachment dated July 17, 2017

Notwithstanding anything to the contrary contained in this Installation, Operation and Maintenance Plan, the Installation, Operation and Maintenance Plan is applicable to all of the Lots.

DAVA

PLANNING • ENGINEERING • SURVEYING

& ASSOCIATES, INC.

(928) 778-7587

310 East Union Street
Prescott AZ 86303

FAX: (928) 778-1047
mail@davacivil.com

MEMORANDUM

JOB NO: 373U4

TO: Forest Trails PSSS Home Owners Association
PROJECT: Forest Trails -Unit Four, Phases 4 & 5
SUBJECT: Update to the Private Sanitary Sewer System Pump (PSSS) Selection

FROM: Gordon Bowers, PE

DATE: August 14, 2017

In 2007, Environmental One or E One began phasing out production of their Low-Pressure Sanitary Sewer Pump Model No GP2010 grinder pump, and have replaced it with their E One Extreme Grinder Pump Model No DH071. The E One Model No DH071 is compatible with the phased out GP2010 and can be used as the replacement specification to CC&R requirements, specifically Sections 7.3 and in Exhibit A, Section 6.3 of the CC&R's recorded in Book 4212 of the Official Records, Page 879.

Crane Pumps & Systems under their brand Barnes offers a suitable replacement to the E One Model No DH071. Barnes Model Nos OGP2022CO and OGP2022AUE. The OGP (Omni-Grind Plus) Series can be used as a replacement to the phased-out GP2010 E One pumps and fit directly into E One Basins. Barnes also offers a variety of basins for new pump installations.

The pressures the properties in Forest Trails Unit Four must overcome are between 10 and 138 feet of dynamic head (5 and 60 psi). The E One DH071 operates in a range of 10 and 180 feet of dynamic Head. The Barnes OGP series operates in a range of 10 and 200 feet of dynamic head.

As long as the District's force mains are maintained on a regular basis as described in Section 6.6 of Exhibit A of the CC&R's, Installation, Operation & Maintenance Plan, greater pressure provided by larger grinder pumps should not be necessary in Forest Trails Unit Four. Greater basin capacity may be desired by individual property owners as a personal preference.

We have attached the original design computations for the FT U4, Phase 4 LPSS to this memo along with the E One Model DH071 pump characteristics, Barnes Model OGP2022AUE, and Barnes series brochures.



ATTACHMENT

JOB NO: 373U4

TO: Tom Herring, Treasurer, FT PSSS Home Owners Association
PROJECT: Forest Trails -Unit Four, Phases 4 & 5
SUBJECT: Attachment – Original Low Pressure Sewer Design Computations
FROM: Gordon Bowers

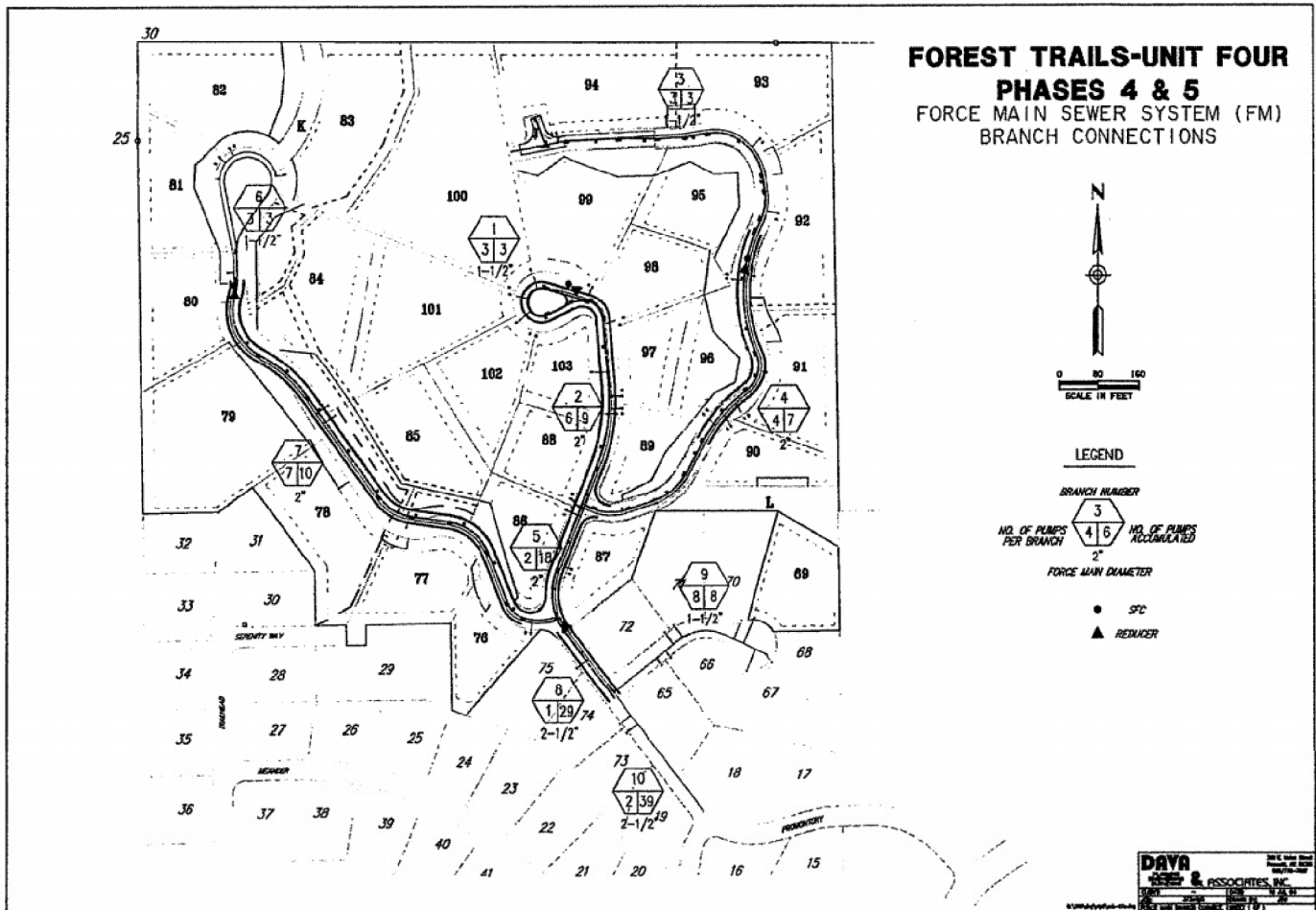
DATE: July 17, 2017

Low-Pressure Sewage Collection System

A private Low Pressure Sanitary Sewer System (LPSS) has been selected to service Unit Four, Phases 4 and 5. The total number of lots served by the LPSS will be approximately 39 - 28 in Phase 5 and 11 in Phase 4. The procedures and computations for the design of the LPSS are included with attachment.

The Low Pressure Sewer System (LPSS) branch analysis is based upon the assumption that each core pump delivers 11 gpm to the system and that a certain number of pumps are pumping simultaneously. The design balances the need to keep velocities above 3 fps and below 7 fps while, at the same time, keeping the total head in all parts of the system below 138 feet. Velocities in Phases 4 and 5 do not drop below 3 fps, the minimum velocity allowed by ADEQ guidelines.

The LPSS will be privately owned and maintained by the Home Owners Association of Forest Trails. Sewer services will be provided to each of the 28 lots in Unit Four. The mains have been sized to handle sewage from the current and existing lots served by the system. The LPSS main will discharge to a City of Prescott manhole in Promontory. Gravity sewer flow will be routed through existing mains in Promontory and Sierry Peaks to the sanitary pump station at the north end of Unit One, and then pumped to the Iron Springs Road gravity sewer main for conveyance to the City of Prescott Sundog Ranch Treatment Plant.



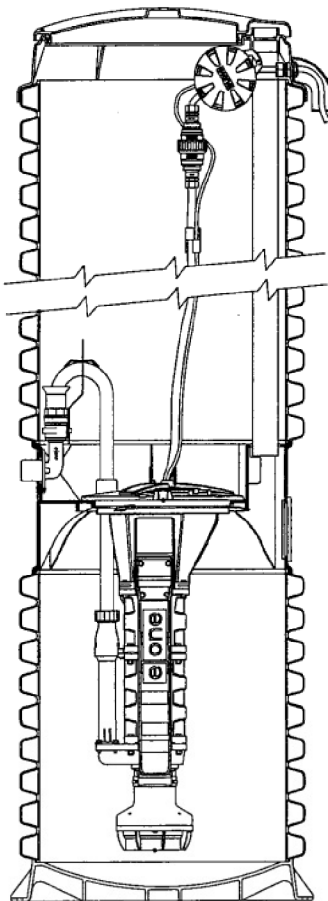
By: GMB		Date: 16-Jul-04		LOW PRESSURE SEWER SYSTEM							Project: Forest Trails							
Pipe: SCHED-40 PVC		PIPE SCHEDULE AND BRANCH ANALYSIS																
Prepared for:				Dava Proj. No.: 373U4P4													Rev.	
Forest Trails Unit Four, Phases 4&5				Sheet No. 1 of 3														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17		
BRANCH NUMBER	NO. OF PUMPS	ACCUM. TOTAL	MAXIMUM NO. "ON"	MAXIMUM FLOW (gpm)	PIPE SIZE (in)	VELOCITY (fps)	LENGTH (ft)	FRICTION LOSS (ft/100 ft)	FRICTION LOSS TOTAL (ft)	ACCUM. FRICTION LOSS (ft)	MAXIMUM MAIN ELEV. (ft)	MINIMUM PUMP ELEV. (ft)	ELEV. DIFF. (ft)	MAXIMUM TOTAL HEAD (ft)	VELOCITY ≥ 3fps	TOTAL HEAD ≤ 138 ft		
1	3	3	2	22	1 1/2	3.47	200	2.97	5.9	34.4	5830	5730	100	134.4	YES	YES		
2	6	9	3	33	2	3.15	450	1.86	8.4	28.4	5830	5765	65	93.4	YES	YES		
3	3	3	2	22	1 1/2	3.47	650	2.97	19.3	52.4	5775	5690	85	137.4	YES	YES		
4	4	7	3	33	2	3.15	700	1.86	13.0	33.1	5775	5725	50	83.1	YES	YES		
5	2	18	4	44	2	4.21	250	3.18	8.0	20.1	5775	5735	40	60.1	YES	YES		
6	3	3	2	22	1 1/2	3.04	450	2.15	9.7	49.4	5775	5690	85	134.4	YES	YES		
7	7	10	4	44	2	3.89	1050	2.63	27.6	39.7	5775	5685	90	129.7	YES	YES		
8	1	29	5	55	2 1/2	3.68	180	2.02	3.6	12.1	5765	5770	0	12.1	YES	YES		
9	8	8	3	33	1 1/2	5.2	400	6.26	25.0	33.5	5765	5725	40	73.5	YES	YES		
10	2	39	6	66	2 1/2	4.42	300	2.83	8.5	8.5	5765	5760	5	13.5	YES	YES		

NOTE: Branch numbers 6 & 7 require SDR-21 PVC Pipe to lower friction losses.

K:\DATA\PROJECTS\2018\20180716\180716-04-01



DH071/DR071



General Features

The model DH071 or DR071 grinder pump station is a complete unit that includes: the grinder pump, check valve, HDPE (high density polyethylene) tank, controls, and alarm panel. A single DH071 or DR071 is a popular choice for one, average single-family home and can also be used for up to two average single-family homes where codes allow and with consent of the factory.

- Rated for flows of 700 gpd (2650 lpd)
- 70 gallons (265 liters) of capacity
- Indoor or outdoor installation
- Standard outdoor heights range from 61 inches to 160 inches

The DH071 is the "hardwired," or "wired," model where a cable connects the motor controls to the level controls through watertight penetrations.

The DR071 is the "radio frequency identification" (RFID), or "wireless," model that uses wireless technology to communicate between the level controls and the motor controls.

Operational Information

Motor

1 hp, 1,725 rpm, high torque, capacitor start, thermally protected, 120/240V, 60 Hz, 1 phase

Inlet Connections

4-inch inlet grommet standard for DWV pipe. Other inlet configurations available from the factory.

Discharge Connections

Pump discharge terminates in 1.25-inch NPT female thread. Can easily be adapted to 1.25-inch PVC pipe or any other material required by local codes.

Discharge

15 gpm at 0 psig (0.95 lps at 0 m)
11 gpm at 40 psig (0.69 lps at 28 m)
7.8 gpm at 80 psig (0.49 lps at 56 m)

Accessories

E/One requires that the Uni-Lateral, E/One's own stainless steel check valve, be installed between the grinder pump station and the street main for added protection against backflow.

Alarm panels are available with a variety of options, from basic monitoring to advanced notice of service requirements.

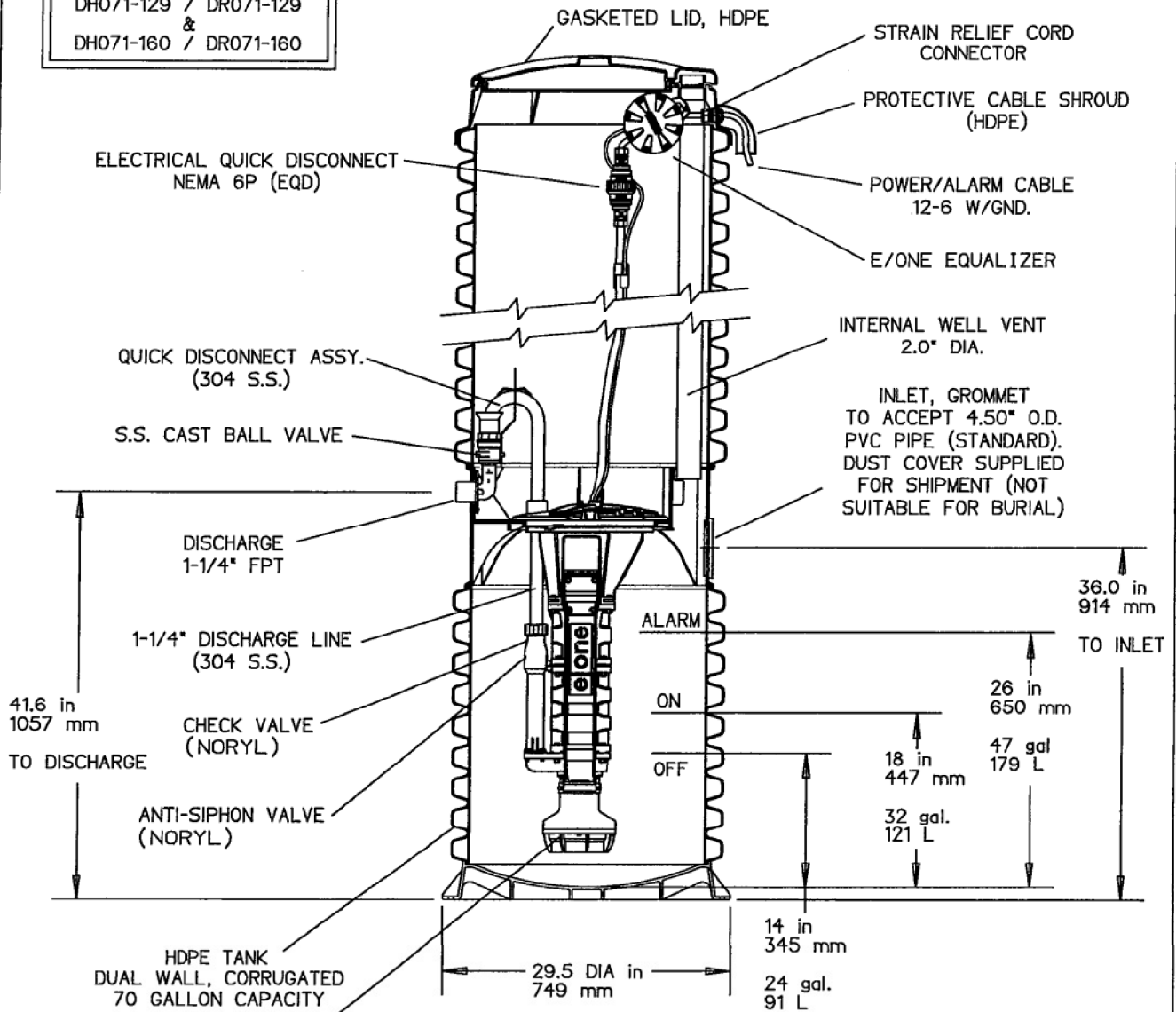
The Remote Sentry is ideal for installations where the alarm panel may be hidden from view.

Patent Numbers: 5,752,315
5,562,254 5,439,180

NA0050P01 Rev C

FIELD JOINT REQUIRED
 FOR MODELS
 DH071-129 / DR071-129
 &
 DH071-160 / DR071-160

OPTIONS : **DH071** (HARD WIRED LEVEL CONTROLS)
 DR071 (WIRELESS LEVEL CONTROLS)



SEMI-POSITIVE DISPLACEMENT TYPE PUMP.
 EACH DIRECTLY DRIVEN BY A 1 HP MOTOR



CONCRETE BALLAST MAY BE REQUIRED
 SEE INSTALLATION INSTRUCTION
 FOR DETAILS

NOTE: DIMENSIONS ARE FOR REF ONLY

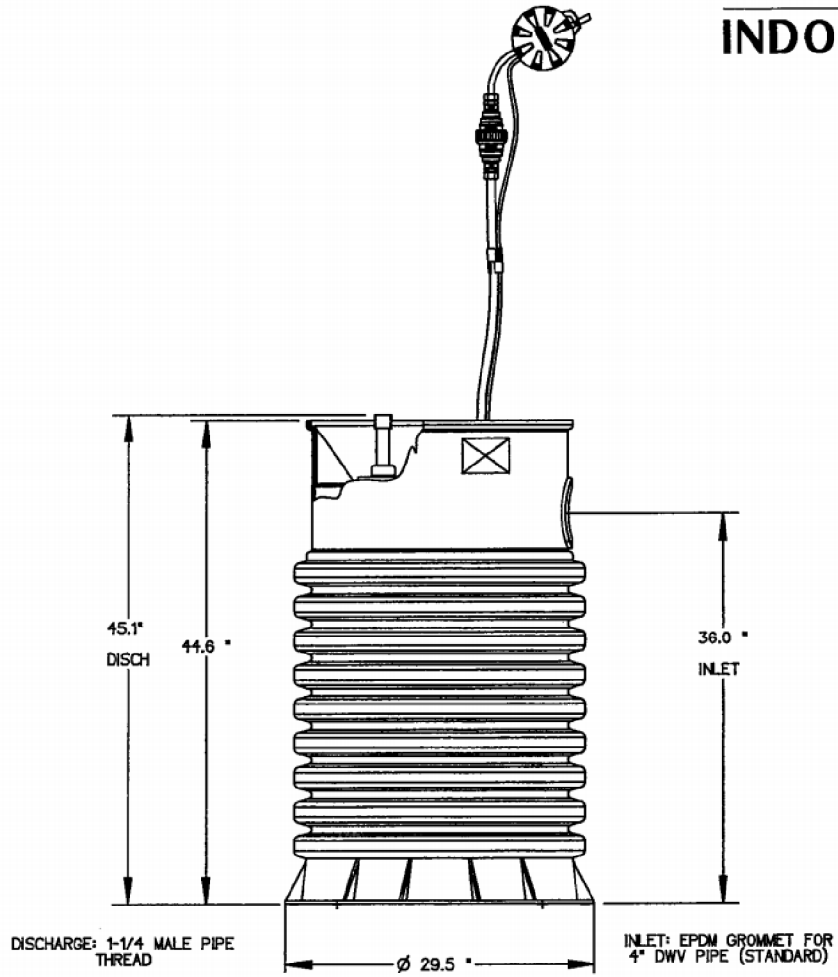
AD	CH	10/20/10	D	
DR BY	CHK'D	DATE	ISSUE	SCALE



SEWER SYSTEMS

MODEL DH071 / DR071
 DETAIL SHEET

DH071-44 INDOOR UNIT



LNT	GAE	04/24/07	A	
DR BY	CHK'D	DATE	ISSUE	SCALE

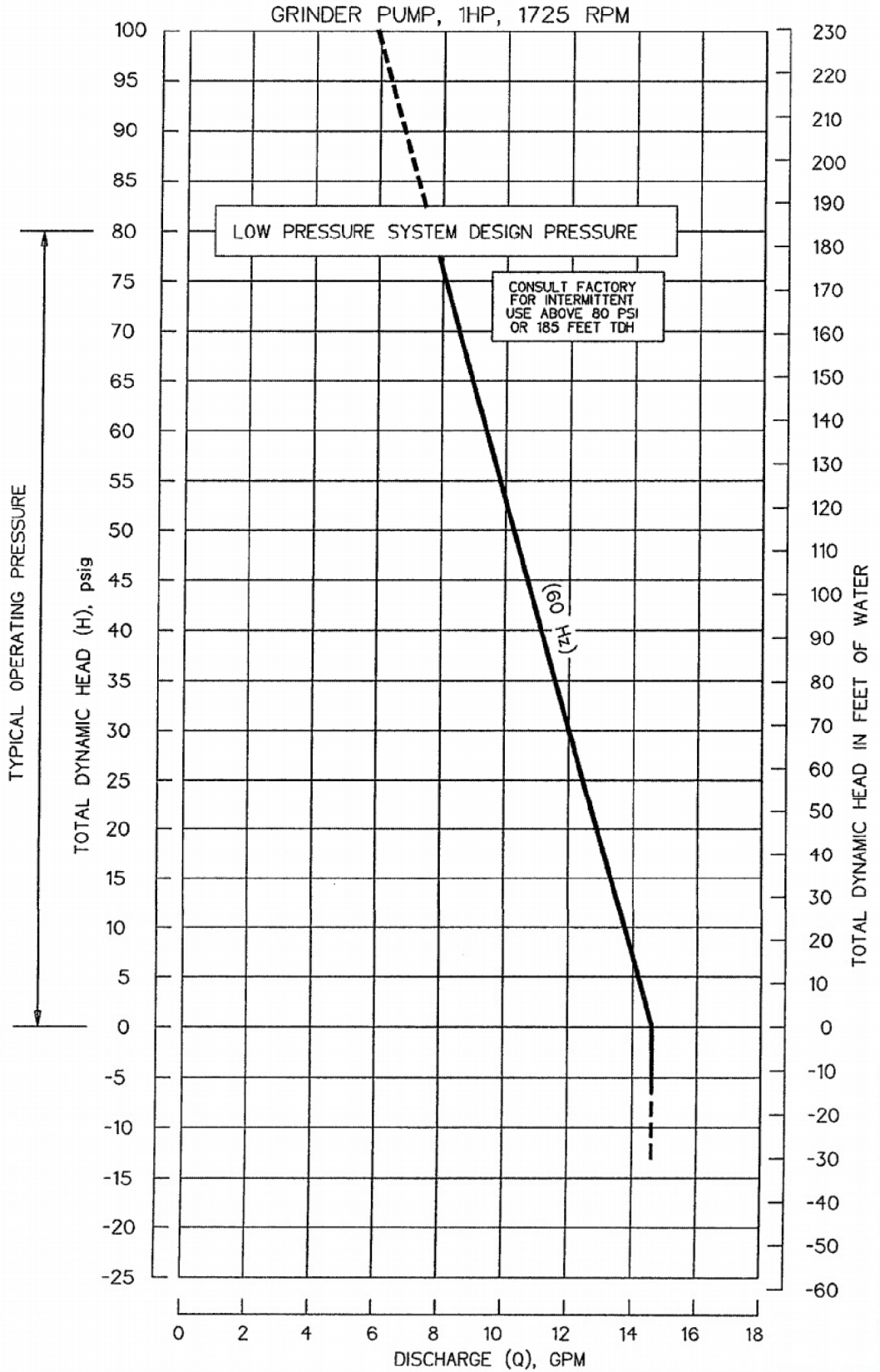
eone
SEWER SYSTEMS

MODEL DH071-44

NA0050P03

NOTE: DIMENSIONS ARE FOR REF ONLY

E|ONE SPD PUMP PERFORMANCE CURVE

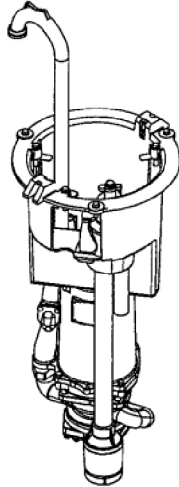


Model OGP2022CO
Fixed Discharge Upgrade Core

BARNES®

www.cranepumps.com

Submersible Grinder Pumps



Series: OGP2022CO
2HP, 3450RPM, 60Hz
Upgrade Core with Level Control

This product may be covered by one or more of the following patents and other patent(s) pending:
US Patent 7,357,341 & US Patent 7,578,657

Upgrade Core.



omni GRIND^{plus}
GRINDER PUMPS



PUMP IS CSA 108 - File No. LR16567 (UL 778 E81854)

DESCRIPTION:

THE GRINDER PUMP IS DESIGNED TO REDUCE DOMESTIC SEWAGE TO A FINELY GROUND SLURRY.

Specifications:

- DISCHARGE1½" Tubing, Vertical, Bolt-on Flange
- LIQUID TEMPERATURE104°F (40°C) Continuous
- VOLUTECast Iron ASTM A-48, Class 30
- MOTOR HOUSINGCast Iron ASTM A-48, Class 30
- SEAL PLATECast Iron ASTM A-48, Class 30
- IMPELLERS: *Design*.....12 Vane,Vortex, With Pump Out Vanes
On Back Side. Dynamically Balanced, ISO G6.3.
- Material*85-5-5 Bronze
- IMPELLER SPACER.....300 Series Stainless Steel
- SHREDDING RINGHardened 440C Stainless Steel
Rockwell® C-55.
- CUTTERHardened 440CStainless Steel,
Rockwell® C-55.
- SHAFT416 Stainless Steel
- SQUARE RINGSBuna-N
- HARDWARE300 Series Stainless Steel
- PAINTAir Dry Enamel.
- SEAL: *Design*Single Mechanical
- Material*Rotating Faces - Silicon-Carbide
Stationary Faces - Silicon-Carbide
Elastomer - Buna-N
Hardware -300 Series Stainless
- CORD ENTRY.....15 ft. (4.5m) Std. Cord. Custom Molded
Quick Connect, for Sealing and Strain Relief (EQD Optional)
- CORD *Automatic*.....CSA/UL Approved 12/5 Type SOW
- UPPER BEARING:
DesignSingle Row, Angular contact Ball
LubricationOil
LoadRadial & Thrust
- LOWER BEARING:
DesignSingle Row, Angular contact Ball
LubricationOil
Load.....Radial & Thrust
- MOTOR: *Design*NEMA L-Single Phase Torque Curve,
Oil-Filled, Squirrel Cage Induction
- Insulation*Class F
- SINGLE PHASE.....Capacitor Start/Capacitor Run
- SUPPORT PODEngineered Polyamide Pod,
Stainless Hardware and Polypropylene Rope
- LEVEL CONTROLModel ESPS-150, Environmentally sealed
pressure switch with CPVC housing,
Buna diaphragm, Custom molded quick connect for sealing and strain relief
- CHECK VALVE
Body.....Integrated PA Composite
Seat.....ASTM C836
Flap.....Fiber Reinforced Buna
- RECOMMENDED
Seal Kit PN.....116664
Service Kit PN.....116665

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CRANE

A Crane Co. Company

PUMPS & SYSTEMS

USA: (937) 778-8947 • Canada: (905) 457-6223 • International: (937) 615-3000

BARNES®

www.cranepumps.com

Model OGP2022CO

Fixed Discharge Upgrade Core

Submersible Grinder Pumps

Dimensions (Inches / mm):

- Top width: 18.76 (477)
- Top height: 8.68 (220)
- Total height: 40.09 (1018)
- Motor height: 30.69 (780)
- Bottom height: 31.26 (794)
- Top view width: 10.22 (260)
- Top view height: 14.50 (368)

OPTIONAL INDOOR REMOTE ALARM LIGHT		
	PART NO.	PLATE COLOR
	130849B	ALMOND
	130849W	WHITE
	130849S	STAINLESS

(Ordered Separately)

MODEL NO	PART NO	HP	VOLT/PH	Hz	RPM (Nom)	NEMA START CODE	FULL LOAD AMPS	LOCKED ROTOR AMPS	CORD SIZE	CORD TYPE	CORD O.D. ± .02 (.5) in (mm)	OPTIONAL EQD
OGP2022CO	131717	2	240/1	60	3450	H	16.5	53.8	12/5 - 15'	SOW	.71 (18)	None
OGP2022CO	131717XC	2	240/1	60	3450	H	16.5	53.8	12/5 - 30'	SOW	.71 (18)	None
OGP2022CO	131717E	2	240/1	60	3450	H	16.5	53.8	12/5 - 15'	SOW	.71 (18)	2000 Series
OGP2022CO	131717EXC	2	240/1	60	3450	H	16.5	53.8	12/5 - 30'	SOW	.71 (18)	2000 Series
OGP2022CO	131717T	2	240/1	60	3450	H	16.5	53.8	12/5 - 15'	SOW	.71 (18)	Extreme Series
OGP2022CO	131717TXC	2	240/1	60	3450	H	16.5	53.8	12/5 - 30'	SOW	.71 (18)	Extreme Series

Optional Circuit Breakers - Ordered Separately	
PART NO.	DESCRIPTION
113291B	20 AMP, GE THQP Snap in Breaker
105476	20 AMP, DIN Rail Breaker

IMPORTANT !

- PUMP MAY BE OPERATED "DRY" FOR EXTENDED PERIODS WITHOUT DAMAGE TO MOTOR AND/OR SEALS.
- INSTALLATIONS SUCH AS DECORATIVE FOUNTAINS OR WATER FEATURES PROVIDED FOR VISUAL ENJOYMENT MUST BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE ANSI/NFPA 70 AND/OR THE AUTHORITY HAVING JURISDICTION. THIS PUMP IS NOT INTENDED FOR USE IN SWMMING POOLS, RECREATIONAL WATER PARKS, OR INSTALLATIONS IN WHICH HUMAN CONTACT WITH PUMPED MEDIA IS A COMMON OCCURRENCE.

CRANE

A Crane Co. Company

PUMPS & SYSTEMS

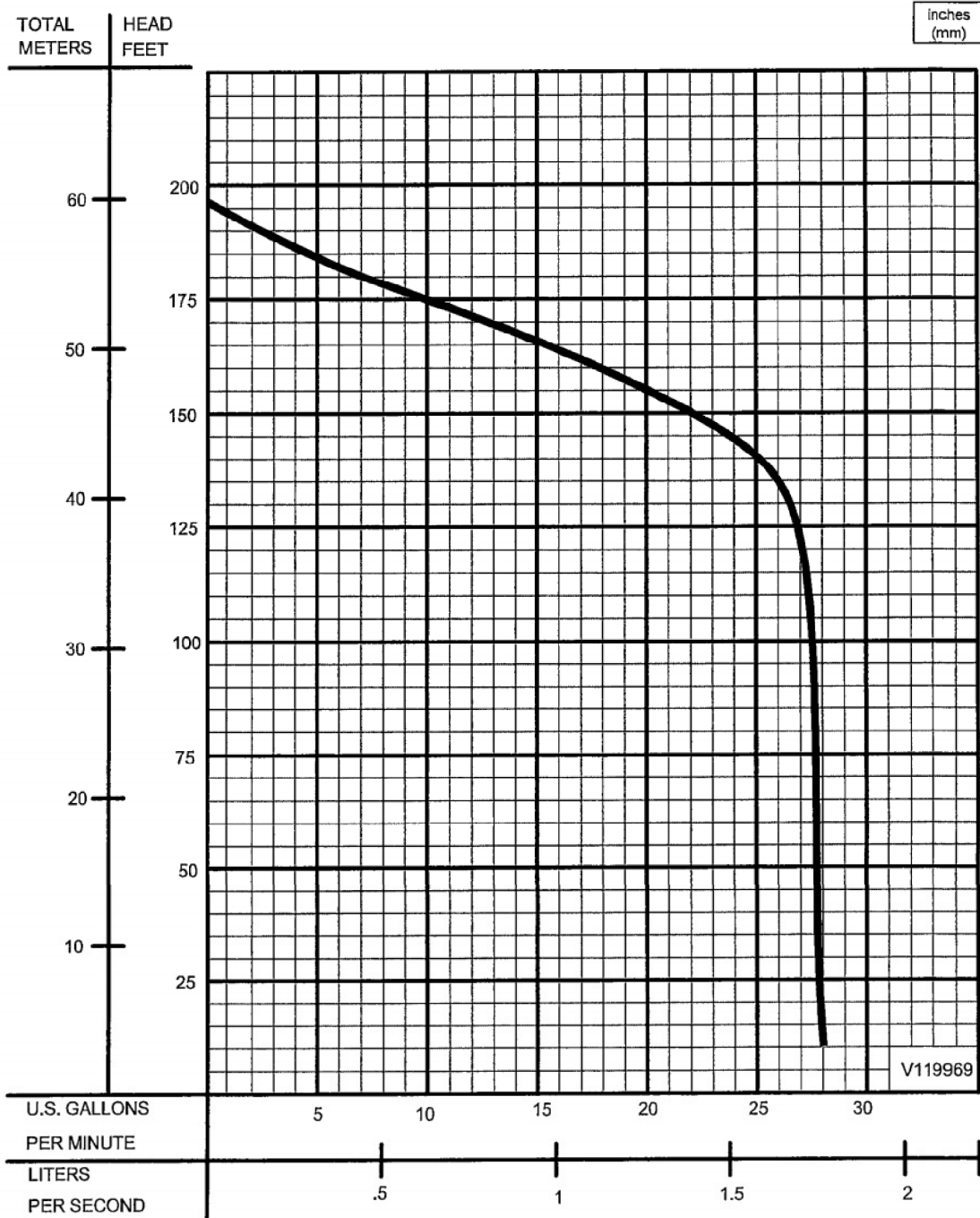
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DATE

Model OGP2022C0
 Fixed Discharge Upgrade Core
 Performance Curve 2HP, 3450RPM, 60Hz



Submersible Grinder Pumps



Performance curve includes impact of integral anti-siphon and check valve.
 Testing is performed with water, specific gravity 1.0 @ 68° F @ (20°C), other fluids may vary performance

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 DATE 6/15



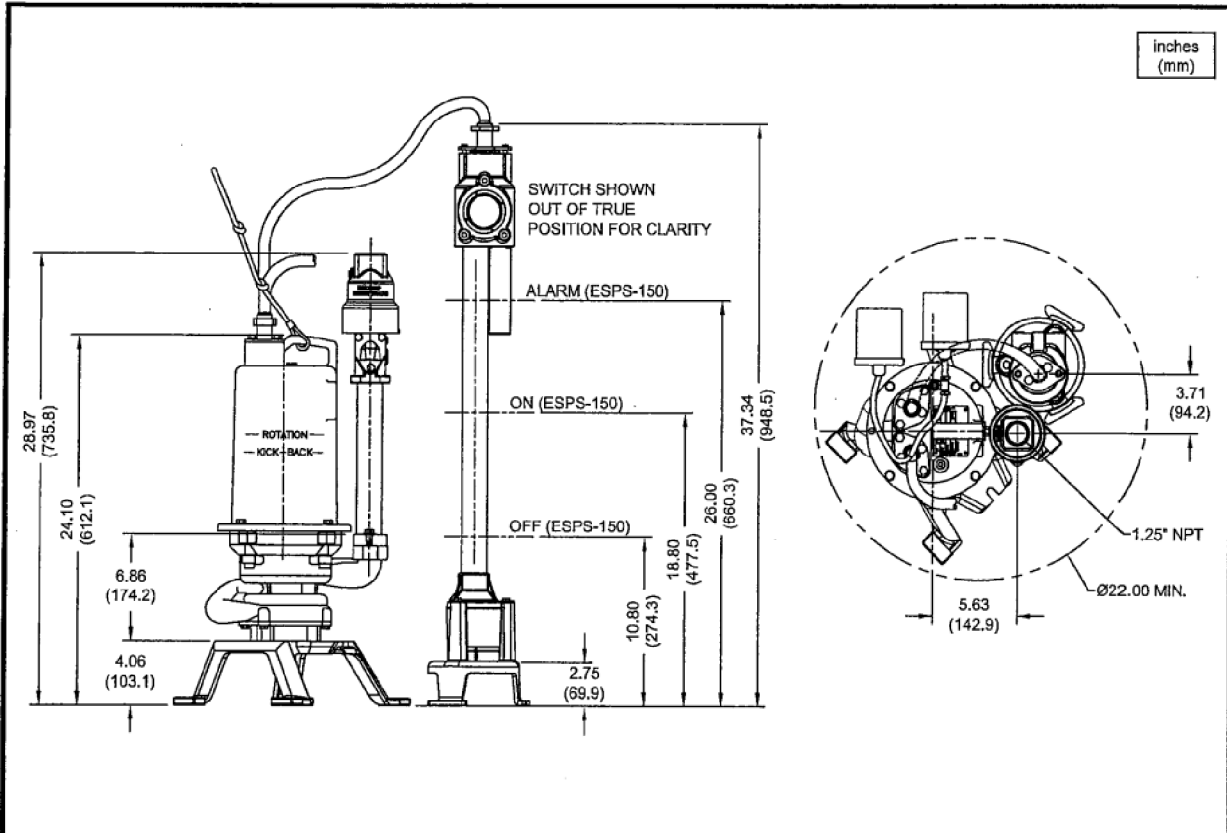
PUMPS & SYSTEMS

Model OGP2022AUE

1.25" NPT Upgrade Core



Submersible Grinder Pumps



MODEL NO	PART NO	HP	VOLT/PH	Hz	RPM (Nom)	NEMA START CODE	FULL LOAD AMPS	LOCKED ROTOR AMPS	CORD SIZE	CORD TYPE	CORD O.D. ± .02 (.5) in (mm)	OPTIONAL EQD
OGP2022AUE	131281	2	240/1	60	3450	H	16.5	53.8	12/5 - 15'	SOW	.71 (18)	No
OGP2022AUE	131281XC	2	240/1	60	3450	H	16.5	53.8	12/5 - 30'	SOW	.71 (18)	No
OGP2022AUE	131281E	2	240/1	60	3450	H	16.5	53.8	12/5 - 15'	SOW	.71 (18)	2000 Series
OGP2022AUE	131281EXC	2	240/1	60	3450	H	16.5	53.8	12/5 - 30'	SOW	.71 (18)	2000 Series
OGP2022AUE	131281T	2	240/1	60	3450	H	16.5	53.8	12/5 - 30'	SOW	.71 (18)	Extreme Series
OGP2022AUE	131281TXC	2	240/1	60	3450	H	16.5	53.8	12/5 - 30'	SOW	.71 (18)	Extreme Series

Optional Circuit Breakers - Ordered Separately

PART NO.	DESCRIPTION
113291B	20 AMP, GE THQP Snap in Breaker
105476	20 AMP, DIN Rail Breaker

OPTIONAL INDOOR REMOTE ALARM LIGHT		
	PART NO.	PLATE COLOR
	130849B	ALMOND
	130849W	WHITE
	130849S	STAINLESS

(Ordered Separately)

IMPORTANT !

- PUMP MAY BE OPERATED "DRY" FOR EXTENDED PERIODS WITHOUT DAMAGE TO MOTOR AND/OR SEALS.
- INSTALLATIONS SUCH AS DECORATIVE FOUNTAINS OR WATER FEATURES PROVIDED FOR VISUAL ENJOYMENT MUST BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE ANSI/NFPA 70 AND/OR THE AUTHORITY HAVING JURISDICTION. THIS PUMP IS NOT INTENDED FOR USE IN SWIMMING POOLS, RECREATIONAL WATER PARKS, OR INSTALLATIONS IN WHICH HUMAN CONTACT WITH PUMPED MEDIA IS A COMMON OCCURRENCE.

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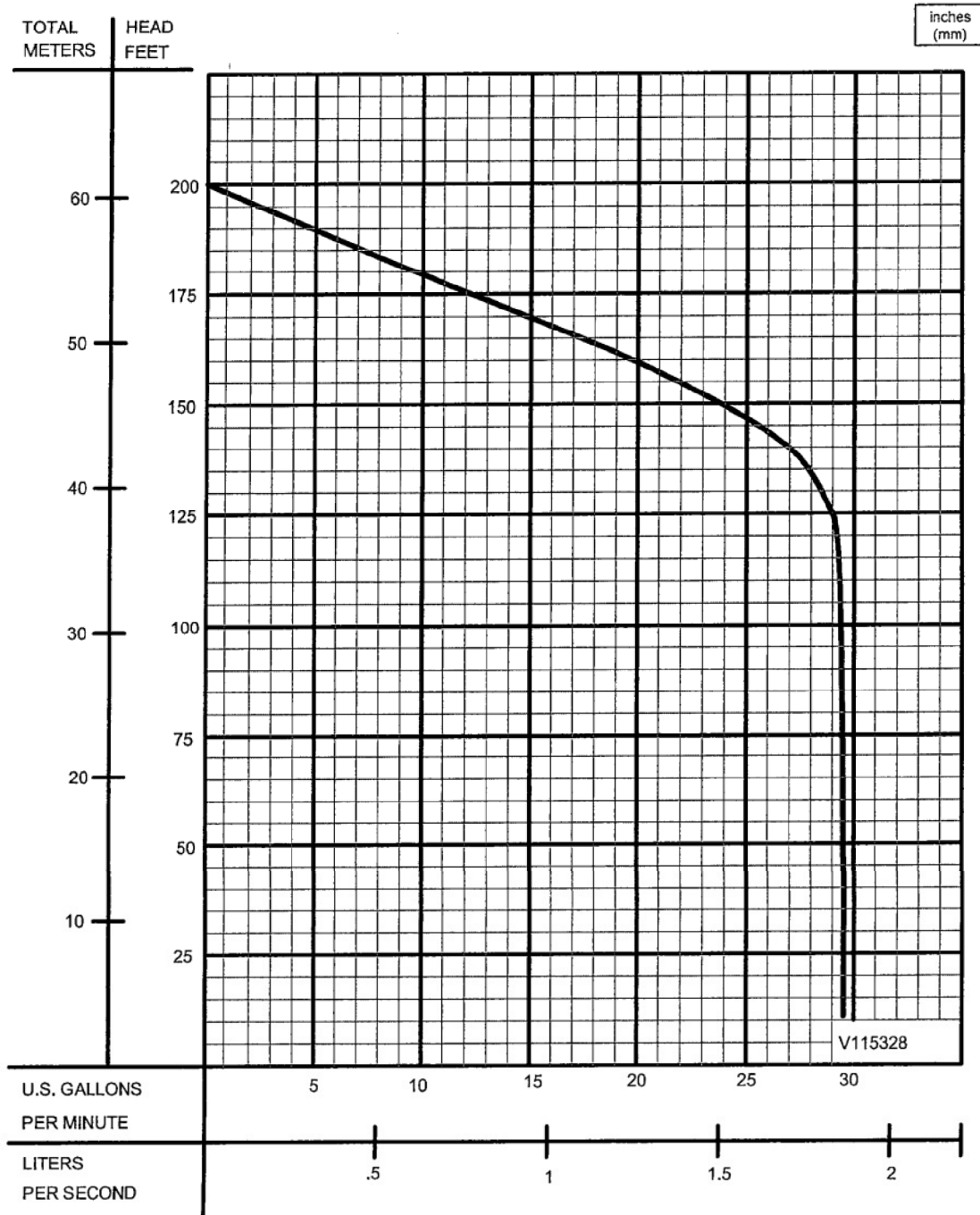
BARNES®

www.cranepumps.com

Model OGP2022AUE

1.25" NPT Upgrade Core
 Performance Curve 2HP, 3450RPM, 60Hz

Submersible Grinder Pumps



Performance curve includes impact of integral anti-siphon and check valve.
 Testing is performed with water, specific gravity 1.0 @ 68° F @ (20°C), other fluids may vary performance



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SECTION 3B
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 DATE **Page 44 of 103**
 03/27/2019 8:41 AM

AFFIDAVIT AND CERTIFICATION
TO
AMENDED AND RESTATED SEWER SYSTEM DISTRICT DECLARATION

The undersigned executes this Affidavit and Certification to Amended and Restated Sewer System District Supplemental Declaration for the purpose of certifying that (i) the Board of Directors of the Forest Trails PSSS Association (the "Association") has unanimously approved the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and Unit Four, Phase Five at Forest Trails Lots 76 through 103 (the "Amended and Restated Sewer System District Declaration"); (ii) the Owners having at least two-thirds (2/3) of the total votes in the Association have signed and acknowledged the Amended and Restated Sewer System District Declaration; and (iii) a copy of the Amended and Restated Sewer System District Declaration has been mailed by certified mail to all mortgagees having bona fide liens of record against any Lot, not less than ten (10) days prior to the date of this Affidavit and Certification.

Board of Directors of Forest Trails PSSS Association,
an Arizona nonprofit corporation

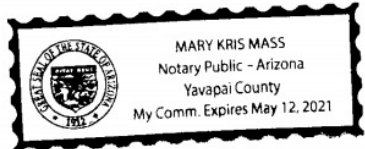
By: [Signature]
Name: David F. Mosley
Its: President
Dated: Sept. 28, 2018

STATE OF ARIZONA)) ss:
COUNTY OF YAVAPAI)

The foregoing instrument was acknowledged before me this 28 day of September, 2018 by David Mosley, the president of Forest Trails PSSS Association, an Arizona nonprofit corporation, the person to me known as the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same on behalf of said company.

Witness my hand and official seal
[Signature]
NOTARY PUBLIC

My Commission will expire 5/12, 2021



ENTITY OWNER SIGNATURE PAGE

The undersigned Owner hereby set its hand to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and Unit Four, Phase Five at Forest Trails Lots 76 through 103 (the "Amended and Restated Sewer System District Declaration") to amend the Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and the Supplemental Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Five at Forest Trails Lots 76 through 103, as hereinabove set forth. Such Owner approving this Amended and Restated Sewer System District Declaration is conclusively presumed to have the authority to approve this Amended and Restated Sewer System District Declaration, and no contrary provision in any mortgage, deed of trust or contract between the Owner and a third party will affect the validity of such approval of this Amended and Restated Sewer System District Declaration.

Date Signed: 10 May, 2018

LOT DESCRIPTION:

Lot Number: _____ or property address:
1982 Promontory
Prescott, Arizona

RECORD OWNER(S): Entity Name: Norkus Family Trust



SIGNED BEFORE ME ON THIS 10
DAY OF MAY, 2018

Christine M Miller
(NOTARY PUBLIC)

MY COMMISSION EXPIRES 9-27-19

By: [Signature]
Name: Anthony E. Norkus, Trustee
Its: _____

By: Di Ann Norkus TTEE
Name: Di Ann Norkus, Trustee
Its: _____

IMPORTANT NOTE: If your Lot is owned by a trust, partnership, corporation or other entity, the trustee, partner, officer or other official, as the case may be, of such owner must sign this signature page. Please be sure to indicate the name of the entity and the capacity

in which you are signing on behalf of such entity, e.g. XYZ Trust, by Jane Doe, Its Trustee.

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____
2018 by _____, the _____ of
_____, an _____, the per-
son to me known as the person described in and who executed the foregoing instrument and
acknowledged before me that (s)he executed the same on behalf of said entity.

Witness my hand and official seal

NOTARY PUBLIC

My Commission will expire _____, 20____

INDIVIDUAL OWNER(S) SIGNATURE PAGE

The undersigned Owner(s) hereby set their hands to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and Unit Four, Phase Five at Forest Trails Lots 76 through 103 (the "Amended and Restated Sewer System District Declaration") to amend the Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and the Supplemental Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Five at Forest Trails Lots 76 through 103, as hereinabove set forth. Each Owner approving this Amended and Restated Sewer System District Declaration is conclusively presumed to have the authority to approve this Amended and Restated Sewer System District Declaration, and no contrary provision in any mortgage, deed of trust or contract between the Owner and a third party will affect the validity of such approval of this Amended and Restated Sewer System District Declaration.

Date Signed: 06/01/, 2018

LOT DESCRIPTION:

Lot Number: 89 or property address:

2000 PROMONTORY
Prescott, Arizona 86305

RECORD OWNER(S):

G. Paul Browning
Owner's Signature
Owner's Name: G. PAUL BROWNING

Owner's Signature
Owner's Name: _____

IMPORTANT NOTE: Please understand that all owners of your Lot must sign this signature page if you wish to approve the Amended and Restated Sewer System District Declaration. Thus, for example, if both spouses own the Lot, both spouses must sign this signature page.

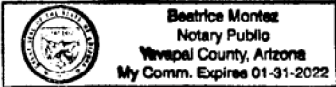
STATE OF Arizona)
) ss:
COUNTY OF Yavapai)

The foregoing instrument was acknowledged before me this 1 day of June 2018 by E. Paul Browning and —, the person(s) to me known as the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she/they executed the same.

Witness my hand and official seal

Beatrice Montez
NOTARY PUBLIC

My Commission will expire Jan 31, 2022



INDIVIDUAL OWNER(S) SIGNATURE PAGE

The undersigned Owner(s) hereby set their hands to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and Unit Four, Phase Five at Forest Trails Lots 76 through 103 (the "Amended and Restated Sewer System District Declaration") to amend the Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and the Supplemental Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Five at Forest Trails Lots 76 through 103, as hereinabove set forth. Each Owner approving this Amended and Restated Sewer System District Declaration is conclusively presumed to have the authority to approve this Amended and Restated Sewer System District Declaration, and no contrary provision in any mortgage, deed of trust or contract between the Owner and a third party will affect the validity of such approval of this Amended and Restated Sewer System District Declaration.

Date Signed: July 31, 2018

LOT DESCRIPTION:

Lot Number: _____ or property address:

1434 Tailside
Prescott, Arizona

RECORD OWNER(S):

Colton Rickett
Owner's Signature
Owner's Name: Colton Rickett

Lisa Rickett
Owner's Signature
Owner's Name: Lisa Rickett

IMPORTANT NOTE: Please understand that all owners of your Lot must sign this signature page if you wish to approve the Amended and Restated Sewer System District Declaration. Thus, for example, if both spouses own the Lot, both spouses must sign this signature page.

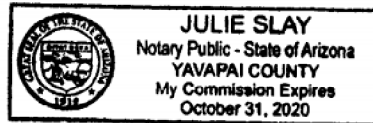
STATE OF Arizona)
COUNTY OF Yavapai) ss:

The foregoing instrument was acknowledged before me this 31 day of July 2018 by Cotton M. Rickert and Lisa A. Rickert, the person(s) to me known as the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she/they executed the same.

Witness my hand and official seal

Julie Slay
NOTARY PUBLIC

My Commission will expire 10/31, 2020



ENTITY OWNER SIGNATURE PAGE

The undersigned Owner hereby set its hand to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and Unit Four, Phase Five at Forest Trails Lots 76 through 103 (the "Amended and Restated Sewer System District Declaration") to amend the Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and the Supplemental Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Five at Forest Trails Lots 76 through 103, as hereinabove set forth. Such Owner approving this Amended and Restated Sewer System District Declaration is conclusively presumed to have the authority to approve this Amended and Restated Sewer System District Declaration, and no contrary provision in any mortgage, deed of trust or contract between the Owner and a third party will affect the validity of such approval of this Amended and Restated Sewer System District Declaration.

Date Signed: 4/18, 2018

LOT DESCRIPTION: Lot Number: 92 or property address:
1437 Tallside
Prescott, Arizona

RECORD OWNER(S): Entity Name: James A + Donna Jones Trust

By: James A Jones TT
Name: James A Jones
Its: TT

By: Donna M Jones TT
Name: DONNA M JONES
Its: TT

IMPORTANT NOTE: If your Lot is owned by a trust, partnership, corporation or other entity, the trustee, partner, officer or other official, as the case may be, of such owner must sign this signature page. Please be sure to indicate the name of the entity and the capacity

in which you are signing on behalf of such entity, e.g. XYZ Trust, by Jane Doe, Its Trustee.

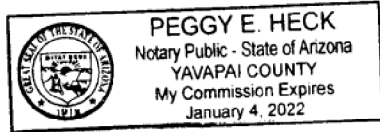
STATE OF AZ)
) ss:
COUNTY OF Yavapai)

The foregoing instrument was acknowledged before me this 18 day of April 2018 by James A Jones, the Donna M. Jones of Trustees James + Donna Jones TRST, the person to me known as the person described in and who executed the foregoing instrument and acknowledged before me that (s)he executed the same on behalf of said entity.

Witness my hand and official seal

Peggy E Heck
NOTARY PUBLIC

My Commission will expire April 18 2018



INDIVIDUAL OWNER(S) SIGNATURE PAGE

The undersigned Owner(s) hereby set their hands to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and Unit Four, Phase Five at Forest Trails Lots 76 through 103 (the "Amended and Restated Sewer System District Declaration") to amend the Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and the Supplemental Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Five at Forest Trails Lots 76 through 103, as hereinabove set forth. Each Owner approving this Amended and Restated Sewer System District Declaration is conclusively presumed to have the authority to approve this Amended and Restated Sewer System District Declaration, and no contrary provision in any mortgage, deed of trust or contract between the Owner and a third party will affect the validity of such approval of this Amended and Restated Sewer System District Declaration.

✓ Date Signed: 5/24/ _____, 2018

LOT DESCRIPTION:

FOREST TRAILS UNIT 4
PHASE 5 LOT 69 RESTAT
Amended Lot 97
Parcel # 115-10-1024
RECORD OWNER(S):

Lot Number: 97 or property address:

2002 PROMONTORY
Prescott, Arizona

PERRY and SANDRA MASSIE JT
1022 STARVIEW
PRESCOTT AZ 86305


Owner's Signature

Owner's Name: PERRY MASSIE


Owner's Signature

Owner's Name: SANDRA MASSIE

IMPORTANT NOTE: Please understand that all owners of your Lot must sign this signature page if you wish to approve the Amended and Restated Sewer System District Declaration. Thus, for example, if both spouses own the Lot, both spouses must sign this signature page.

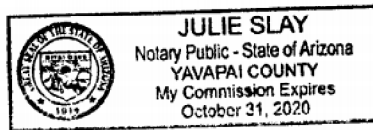
STATE OF Arizona
COUNTY OF Yavapai) SS:

The foregoing instrument was acknowledged before me this 24th day of May 2018 by Perry Massee and Sandra Massee, the person(s) to me known as the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she/they executed the same.

Witness my hand and official seal


NOTARY PUBLIC

My Commission will expire October 31, 2020





INDIVIDUAL OWNER(S) SIGNATURE PAGE

The undersigned Owner(s) hereby set their hands to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and Unit Four, Phase Five at Forest Trails Lots 76 through 103 (the "Amended and Restated Sewer System District Declaration") to amend the Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and the Supplemental Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Five at Forest Trails Lots 76 through 103, as hereinabove set forth. Each Owner approving this Amended and Restated Sewer System District Declaration is conclusively presumed to have the authority to approve this Amended and Restated Sewer System District Declaration, and no contrary provision in any mortgage, deed of trust or contract between the Owner and a third party will affect the validity of such approval of this Amended and Restated Sewer System District Declaration.

Date Signed: 5/24, 2018



LOT DESCRIPTION:
Parcel 115-10-1937

Lot Number: 98 or property address:
2004 PROMONTARY
Prescott, Arizona

RECORD OWNER(S):

Perry; SANDRA MASSIE TRUST DTD 10/14/97
1822 STARVIEW
Prescott AZ 86305

[Signature]
Owner's Signature
Owner's Name: Perry MASSIE

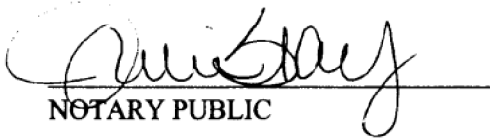
[Signature]
Owner's Signature
Owner's Name: SANDRA MASSIE

IMPORTANT NOTE: Please understand that all owners of your Lot must sign this signature page if you wish to approve the Amended and Restated Sewer System District Declaration. Thus, for example, if both spouses own the Lot, both spouses must sign this signature page.

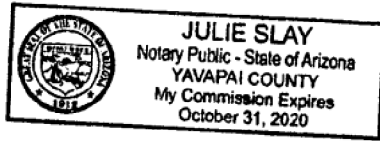
STATE OF Arizona
COUNTY OF Yavapai SS:

The foregoing instrument was acknowledged before me this 24 day of May 2018 by Ferry Massie and Candra Massie, the person(s) to me known as the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she/they executed the same.

Witness my hand and official seal


NOTARY PUBLIC

My Commission will expire October 31, 2020



ENTITY OWNER SIGNATURE PAGE

The undersigned Owner hereby set its hand to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and Unit Four, Phase Five at Forest Trails Lots 76 through 103 (the "Amended and Restated Sewer System District Declaration") to amend the Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and the Supplemental Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Five at Forest Trails Lots 76 through 103, as hereinabove set forth. Such Owner approving this Amended and Restated Sewer System District Declaration is conclusively presumed to have the authority to approve this Amended and Restated Sewer System District Declaration, and no contrary provision in any mortgage, deed of trust or contract between the Owner and a third party will affect the validity of such approval of this Amended and Restated Sewer System District Declaration.

Date Signed: 4/16/2018, 2018

LOT DESCRIPTION:

Lot Number: 67 or property address:

Prescott, Arizona

RECORD OWNER(S):

Entity Name: GURSTEN FAMILY TRUST DATED MAY 12, 1985

By: [Signature]
Name: DOLORE GURSTEIN
Its: TRUSTEE

By: _____
Name: _____
Its: _____

IMPORTANT NOTE: If your Lot is owned by a trust, partnership, corporation or other entity, the trustee, partner, officer or other official, as the case may be, of such owner must sign this signature page. Please be sure to indicate the name of the entity and the capacity

in which you are signing on behalf of such entity, e.g. XYZ Trust, by Jane Doe, Its Trustee.

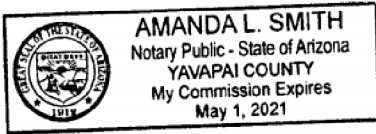
STATE OF Arizona)
) ss:
COUNTY OF Yavapai)

The foregoing instrument was acknowledged before me this 16 day of April
2018 by Donald Gurstein, the trustee of
Gurstein Family Trust DTD 5/2/1995, an entity, the per-
son to me known as the person described in and who executed the foregoing instrument and
acknowledged before me that (s)he executed the same on behalf of said entity.

Witness my hand and official seal

Amanda L. Smith
NOTARY PUBLIC

My Commission will expire 5/1, 2021



ENTITY OWNER SIGNATURE PAGE

The undersigned Owner hereby set its hand to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and Unit Four, Phase Five at Forest Trails Lots 76 through 103 (the "Amended and Restated Sewer System District Declaration") to amend the Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and the Supplemental Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Five at Forest Trails Lots 76 through 103, as hereinabove set forth. Such Owner approving this Amended and Restated Sewer System District Declaration is conclusively presumed to have the authority to approve this Amended and Restated Sewer System District Declaration, and no contrary provision in any mortgage, deed of trust or contract between the Owner and a third party will affect the validity of such approval of this Amended and Restated Sewer System District Declaration.

Date Signed: 4/16/2018, 2018

LOT DESCRIPTION:

Lot Number: 68 or property address:

Prescott, Arizona

✓ RECORD OWNER(S):

Entity Name: GURSTEN FAMILY TRUST DATED MAY 12, 1995

By: [Signature]
Name: RONALD GURSTEN
Its: TRUSTEE

By: _____
Name: _____
Its: _____

IMPORTANT NOTE: If your Lot is owned by a trust, partnership, corporation or other entity, the trustee, partner, officer or other official, as the case may be, of such owner must sign this signature page. Please be sure to indicate the name of the entity and the capacity

in which you are signing on behalf of such entity, e.g. XYZ Trust, by Jane Doe, Its Trustee.

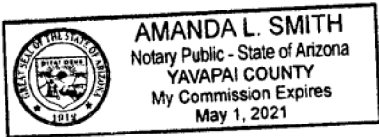
STATE OF Arizona)
) ss:
COUNTY OF Yavapai)

The foregoing instrument was acknowledged before me this 16 day of April 2018 by Donald Eirstein, the trustee of Eirstein Family Trust dtd 5/12/1995 entity, the person to me known as the person described in and who executed the foregoing instrument and acknowledged before me that (s)he executed the same on behalf of said entity.

Witness my hand and official seal

Amanda L. Smith
NOTARY PUBLIC

My Commission will expire 5/1, 2021





INDIVIDUAL OWNER(S) SIGNATURE PAGE

The undersigned Owner(s) hereby set their hands to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and Unit Four, Phase Five at Forest Trails Lots 76 through 103 (the "Amended and Restated Sewer System District Declaration") to amend the Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and the Supplemental Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Five at Forest Trails Lots 76 through 103, as hereinabove set forth. Each Owner approving this Amended and Restated Sewer System District Declaration is conclusively presumed to have the authority to approve this Amended and Restated Sewer System District Declaration, and no contrary provision in any mortgage, deed of trust or contract between the Owner and a third party will affect the validity of such approval of this Amended and Restated Sewer System District Declaration.

Date Signed: 5/24, 2018



LOT DESCRIPTION:

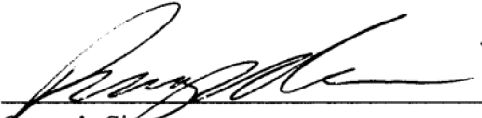
Parcel# 115-10-1879


Lot Number: 102 or property address:

2005 PROMONTARY
Prescott, Arizona

RECORD OWNER(S):

PERRY; SANDRA MASSIE JR.
1022 STARVIEW
PRESCOTT AZ 86305


Owner's Signature
Owner's Name: PERRY MASSIE


Owner's Signature
Owner's Name: SANDRA MASSIE

IMPORTANT NOTE: Please understand that all owners of your Lot must sign this signature page if you wish to approve the Amended and Restated Sewer System District Declaration. Thus, for example, if both spouses own the Lot, both spouses must sign this signature page.

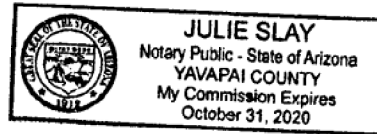
STATE OF Arizona,
COUNTY OF Yavapai) ss:

The foregoing instrument was acknowledged before me this 24th day of May
2018 by Perry Masse and Sandra Masse, the per-
son(s) to me known as the person(s) described in and who executed the foregoing instrument and
acknowledged before me that he/she/they executed the same.

Witness my hand and official seal

Julie Slay
NOTARY PUBLIC

My Commission will expire October 31, 2020



INDIVIDUAL OWNER(S) SIGNATURE PAGE

The undersigned Owner(s) hereby set their hands to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and Unit Four, Phase Five at Forest Trails Lots 76 through 103 (the "Amended and Restated Sewer System District Declaration") to amend the Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and the Supplemental Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Five at Forest Trails Lots 76 through 103, as hereinabove set forth. Each Owner approving this Amended and Restated Sewer System District Declaration is conclusively presumed to have the authority to approve this Amended and Restated Sewer System District Declaration, and no contrary provision in any mortgage, deed of trust or contract between the Owner and a third party will affect the validity of such approval of this Amended and Restated Sewer System District Declaration.

Date Signed: May 21, 2018

LOT DESCRIPTION:

Lot Number: 91 or property address:
1435 Tallside
Prescott, Arizona

RECORD OWNER(S):

Ruett Small
Owner's Signature
Owner's Name: Ruett Small

Karen Small
Owner's Signature
Owner's Name: Karen Small

IMPORTANT NOTE: Please understand that all owners of your Lot must sign this signature page if you wish to approve the Amended and Restated Sewer System District Declaration. Thus, for example, if both spouses own the Lot, both spouses must sign this signature page.

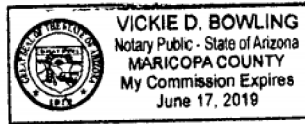
STATE OF Arizona)
) ss:
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 21 day of May 2018 by Bruett Small and Kaven Small the person(s) to me known as the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she/they executed the same.

Witness my hand and official seal

Vickie D Bowling
NOTARY PUBLIC

My Commission will expire June 17, 2019



BRUETT SMALL

KAVEN SMALL

VICKIE D. BOWLING

INDIVIDUAL OWNER(S) SIGNATURE PAGE

The undersigned Owner(s) hereby set their hands to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and Unit Four, Phase Five at Forest Trails Lots 76 through 103 (the "Amended and Restated Sewer System District Declaration") to amend the Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and the Supplemental Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Five at Forest Trails Lots 76 through 103, as hereinabove set forth. Each Owner approving this Amended and Restated Sewer System District Declaration is conclusively presumed to have the authority to approve this Amended and Restated Sewer System District Declaration, and no contrary provision in any mortgage, deed of trust or contract between the Owner and a third party will affect the validity of such approval of this Amended and Restated Sewer System District Declaration.

Date Signed: 10, May, 2018

LOT DESCRIPTION:

Lot Number: 72 or property address:
1982 Pt Monkey
Prescott, Arizona

RECORD OWNER(S):



SIGNED BEFORE ME ON THIS 10
DAY OF MAY, 2018

Christine M Miller
(NOTARY PUBLIC)

MY COMMISSION EXPIRES 9-27-19

Anthony E. Norkus, TTEE
Owner's Signature
Owner's Name: Anthony E. Norkus

Di Ann Norkus, TTEE
Owner's Signature
Owner's Name: Di Ann Norkus, TTEE

IMPORTANT NOTE: Please understand that all owners of your Lot must sign this signature page if you wish to approve the Amended and Restated Sewer System District Declaration. Thus, for example, if both spouses own the Lot, both spouses must sign this signature page.

X

INDIVIDUAL OWNER(S) SIGNATURE PAGE

The undersigned Owner(s) hereby set their hands to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and Unit Four, Phase Five at Forest Trails Lots 76 through 103 (the "Amended and Restated Sewer System District Declaration") to amend the Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and the Supplemental Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Five at Forest Trails Lots 76 through 103, as hereinabove set forth. Each Owner approving this Amended and Restated Sewer System District Declaration is conclusively presumed to have the authority to approve this Amended and Restated Sewer System District Declaration, and no contrary provision in any mortgage, deed of trust or contract between the Owner and a third party will affect the validity of such approval of this Amended and Restated Sewer System District Declaration.

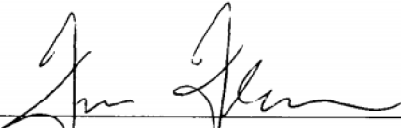
Date Signed: 4/30/18, 2018

✓

LOT DESCRIPTION:

Lot Number: 80 or property address:
1439 Hollowside
Prescott, Arizona

RECORD OWNER(S):


Owner's Signature
Owner's Name: FRANK FLEET HAM

Owner's Signature
Owner's Name: _____

IMPORTANT NOTE: Please understand that all owners of your Lot must sign this signature page if you wish to approve the Amended and Restated Sewer System District Declaration. Thus, for example, if both spouses own the Lot, both spouses must sign this signature page.

ENTITY OWNER SIGNATURE PAGE

The undersigned Owner hereby set its hand to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and Unit Four, Phase Five at Forest Trails Lots 76 through 103 (the "Amended and Restated Sewer System District Declaration") to amend the Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and the Supplemental Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Five at Forest Trails Lots 76 through 103, as hereinabove set forth. Such Owner approving this Amended and Restated Sewer System District Declaration is conclusively presumed to have the authority to approve this Amended and Restated Sewer System District Declaration, and no contrary provision in any mortgage, deed of trust or contract between the Owner and a third party will affect the validity of such approval of this Amended and Restated Sewer System District Declaration.

Date Signed: 4/11, 2018

✓ LOT DESCRIPTION:

Lot Number: 86 or property address:

Prescott, Arizona

RECORD OWNER(S):

Entity Name: Robert J. Costanza Revocable Living Trust
DATE SEPT 4, 2002

By: Robert J. Costanza
Name: ROBERT COSTANZA
Its: TRUSTEE

By: _____
Name: _____
Its: _____

IMPORTANT NOTE: If your Lot is owned by a trust, partnership, corporation or other entity, the trustee, partner, officer or other official, as the case may be, of such owner must sign this signature page. Please be sure to indicate the name of the entity and the capacity

in which you are signing on behalf of such entity, e.g. XYZ Trust, by Jane Doe, Its Trustee.

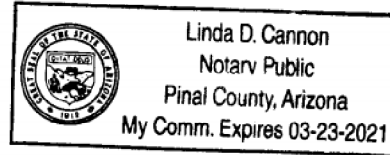
STATE OF Arizona)
) ss:
COUNTY OF Pinal)

The foregoing instrument was acknowledged before me this 17th day of April
2018 by ROBERT J. COSTANZA, the TRUSTEE of
ROBERT J. COSTANZA REVOCABLE LIVING TRUST DTD 09/04/2002 the per-
son to me known as the person described in and who executed the foregoing instrument and
acknowledged before me that (s)he executed the same on behalf of said entity.

Witness my hand and official seal

Linda D. Cannon
NOTARY PUBLIC

My Commission will expire 03/23, 20 21



INDIVIDUAL OWNER(S) SIGNATURE PAGE

The undersigned Owner(s) hereby set their hands to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and Unit Four, Phase Five at Forest Trails Lots 76 through 103 (the "Amended and Restated Sewer System District Declaration") to amend the Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and the Supplemental Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Five at Forest Trails Lots 76 through 103, as hereinabove set forth. Each Owner approving this Amended and Restated Sewer System District Declaration is conclusively presumed to have the authority to approve this Amended and Restated Sewer System District Declaration, and no contrary provision in any mortgage, deed of trust or contract between the Owner and a third party will affect the validity of such approval of this Amended and Restated Sewer System District Declaration.

Date Signed: 5/5, 2018

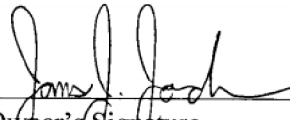
✓

LOT DESCRIPTION:

Lot Number: 82 or property address:

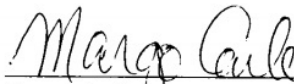
1442 Hollowside
Prescott, Arizona

RECORD OWNER(S):



Owner's Signature

Owner's Name: James J. Jordan



Owner's Signature

Owner's Name: Margo Carle

IMPORTANT NOTE: Please understand that all owners of your Lot must sign this signature page if you wish to approve the Amended and Restated Sewer System District Declaration. Thus, for example, if both spouses own the Lot, both spouses must sign this signature page.

INDIVIDUAL OWNER(S) SIGNATURE PAGE

The undersigned Owner(s) hereby set their hands to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and Unit Four, Phase Five at Forest Trails Lots 76 through 103 (the "Amended and Restated Sewer System District Declaration") to amend the Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and the Supplemental Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Five at Forest Trails Lots 76 through 103, as hereinabove set forth. Each Owner approving this Amended and Restated Sewer System District Declaration is conclusively presumed to have the authority to approve this Amended and Restated Sewer System District Declaration, and no contrary provision in any mortgage, deed of trust or contract between the Owner and a third party will affect the validity of such approval of this Amended and Restated Sewer System District Declaration.

Date Signed: May 7, 2018

LOT DESCRIPTION:

Lot Number: 74 or property address:

1991 Promontory
Prescott, Arizona

RECORD OWNER(S):

Samuel C. Scott
Owner's Signature

Owner's Name: SAMUEL C. SCOTT

Debra F. Scott
Owner's Signature

Owner's Name: Debra F. Scott

IMPORTANT NOTE: Please understand that all owners of your Lot must sign this signature page if you wish to approve the Amended and Restated Sewer System District Declaration. Thus, for example, if both spouses own the Lot, both spouses must sign this signature page.

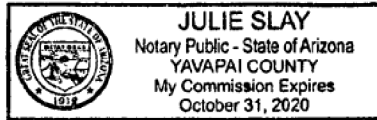
STATE OF Arizona
COUNTY OF Yavapai) SS:

The foregoing instrument was acknowledged before me this 7th day of May
2018 by Samuel C Scott and Debra F Scott, the per-
son(s) to me known as the person(s) described in and who executed the foregoing instrument and
acknowledged before me that he/she/they executed the same.

Witness my hand and official seal

Julie Slay
NOTARY PUBLIC

My Commission will expire October 31, 2020



ENTITY OWNER SIGNATURE PAGE

The undersigned Owner hereby set its hand to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and Unit Four, Phase Five at Forest Trails Lots 76 through 103 (the "Amended and Restated Sewer System District Declaration") to amend the Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and the Supplemental Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Five at Forest Trails Lots 76 through 103, as hereinabove set forth. Such Owner approving this Amended and Restated Sewer System District Declaration is conclusively presumed to have the authority to approve this Amended and Restated Sewer System District Declaration, and no contrary provision in any mortgage, deed of trust or contract between the Owner and a third party will affect the validity of such approval of this Amended and Restated Sewer System District Declaration.

Date Signed: April 25, 2018

LOT DESCRIPTION:

Lot Number: 79 or property address:
1437 Hollowside
Prescott, Arizona



RECORD OWNER(S):

Entity Name: Besser Family Trust

By: Brian Besser, trustee
Name: Brian Besser
Its: Trustee

By: Janet Besser
Name: Janet Besser
Its: Trustee

IMPORTANT NOTE: If your Lot is owned by a trust, partnership, corporation or other entity, the trustee, partner, officer or other official, as the case may be, of such owner must sign this signature page. Please be sure to indicate the name of the entity and the capacity

in which you are signing on behalf of such entity, e.g. XYZ Trust, by Jane Doe, Its Trustee.

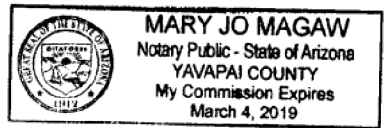
STATE OF Arizona)
) ss:
COUNTY OF Yavapai)

The foregoing instrument was acknowledged before me this 25 day of April 2018 by Brian & Janet Besser the Trustees of Besser Family Trust, an Trust, the person to me known as the person described in and who executed the foregoing instrument and acknowledged before me that (s)he executed the same on behalf of said entity.

Witness my hand and official seal

Mary Jo Magaw
NOTARY PUBLIC

My Commission will expire 3/4, 2019



INDIVIDUAL OWNER(S) SIGNATURE PAGE

The undersigned Owner(s) hereby set their hands to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and Unit Four, Phase Five at Forest Trails Lots 76 through 103 (the "Amended and Restated Sewer System District Declaration") to amend the Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and the Supplemental Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Five at Forest Trails Lots 76 through 103, as hereinabove set forth. Each Owner approving this Amended and Restated Sewer System District Declaration is conclusively presumed to have the authority to approve this Amended and Restated Sewer System District Declaration, and no contrary provision in any mortgage, deed of trust or contract between the Owner and a third party will affect the validity of such approval of this Amended and Restated Sewer System District Declaration.

Date Signed: April 25th, 2018

/ LOT DESCRIPTION:

Lot Number: 70 or property address:
1440 Short Point Lane
Prescott, Arizona

RECORD OWNER(S):

M. Peck King
Owner's Signature
Owner's Name: M. PECK KING

~~_____
Owner's Signature
Owner's Name: _____~~

IMPORTANT NOTE: Please understand that all owners of your Lot must sign this signature page if you wish to approve the Amended and Restated Sewer System District Declaration. Thus, for example, if both spouses own the Lot, both spouses must sign this signature page.

STATE OF Arizona)
) ss:
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 25th day of April
2018 by Milton Peck King and _____, the per-
son(s) to me known as the person(s) described in and who executed the foregoing instrument and
acknowledged before me that he/she/they executed the same.

Witness my hand and official seal



INA NICOLE KRAMER
Notary Public
MARICOPA, Arizona
My Comm. Expires 02/13/21

Ina Nicole Kramer
NOTARY PUBLIC

My Commission will expire 2/13, 2021

ENTITY OWNER SIGNATURE PAGE

The undersigned Owner hereby set its hand to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and Unit Four, Phase Five at Forest Trails Lots 76 through 103 (the "Amended and Restated Sewer System District Declaration") to amend the Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and the Supplemental Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Five at Forest Trails Lots 76 through 103, as hereinabove set forth. Such Owner approving this Amended and Restated Sewer System District Declaration is conclusively presumed to have the authority to approve this Amended and Restated Sewer System District Declaration, and no contrary provision in any mortgage, deed of trust or contract between the Owner and a third party will affect the validity of such approval of this Amended and Restated Sewer System District Declaration.

Date Signed: 4-23-18, 2018

LOT DESCRIPTION:

Lot Number: 93 or property address:
1439 TALLSIDE
Prescott, Arizona

RECORD OWNER(S):

Entity Name: Thomas A. Falvai - Trust

By: Thomas A. Falvai
Name: THOMAS A. FALVAI
Its: TRUSTEE

By: _____
Name: _____
Its: _____

IMPORTANT NOTE: If your Lot is owned by a trust, partnership, corporation or other entity, the trustee, partner, officer or other official, as the case may be, of such owner must sign this signature page. Please be sure to indicate the name of the entity and the capacity

in which you are signing on behalf of such entity, e.g. XYZ Trust, by Jane Doe, Its Trustee.

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____
2018 by _____, the _____ of
_____, an _____, the per-
son to me known as the person described in and who executed the foregoing instrument and
acknowledged before me that (s)he executed the same on behalf of said entity.

Witness my hand and official seal

NOTARY PUBLIC

My Commission will expire _____, 20__

SEE ATTACHED
CALIFORNIA
ACKNOWLEDGEMENT

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT
(CALIFORNIA CIVIL CODE § 1189)**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF Orange)

On 4-23-18 before me, Amanda V. Sanchez, Notary Public
(Date) (Here Insert Name and Title of the Officer)

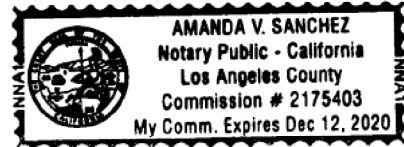
personally appeared Thomas A. Falvai,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Handwritten Signature]
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Additional Information: _____

ENTITY OWNER SIGNATURE PAGE

The undersigned Owner hereby set its hand to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and Unit Four, Phase Five at Forest Trails Lots 76 through 103 (the "Amended and Restated Sewer System District Declaration") to amend the Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and the Supplemental Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Five at Forest Trails Lots 76 through 103, as hereinabove set forth. Such Owner approving this Amended and Restated Sewer System District Declaration is conclusively presumed to have the authority to approve this Amended and Restated Sewer System District Declaration, and no contrary provision in any mortgage, deed of trust or contract between the Owner and a third party will affect the validity of such approval of this Amended and Restated Sewer System District Declaration.

Date Signed: April 23, 2018

LOT DESCRIPTION:

Lot Number: 93 or property address:
1439 Tallside
Prescott, Arizona

RECORD OWNER(S):

Entity Name: Katherine Gibson Trust

By: Katherine Gibson
Name: Katherine Gibson
Its: Trustee

By: _____
Name: _____
Its: _____

IMPORTANT NOTE: If your Lot is owned by a trust, partnership, corporation or other entity, the trustee, partner, officer or other official, as the case may be, of such owner must sign this signature page. Please be sure to indicate the name of the entity and the capacity

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT
(CALIFORNIA CIVIL CODE § 1189)**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF Orange)

On 4-23-18 before me, Amanda V. Sanchez, Notary Public
(Date) (Here Insert Name and Title of the Officer)

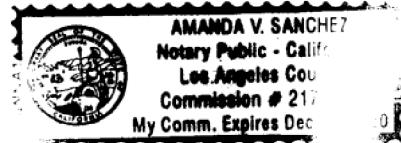
personally appeared Katherine Gibson,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Additional Information: _____

INDIVIDUAL OWNER(S) SIGNATURE PAGE

The undersigned Owner(s) hereby set their hands to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and Unit Four, Phase Five at Forest Trails Lots 76 through 103 (the "Amended and Restated Sewer System District Declaration") to amend the Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and the Supplemental Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Five at Forest Trails Lots 76 through 103, as hereinabove set forth. Each Owner approving this Amended and Restated Sewer System District Declaration is conclusively presumed to have the authority to approve this Amended and Restated Sewer System District Declaration, and no contrary provision in any mortgage, deed of trust or contract between the Owner and a third party will affect the validity of such approval of this Amended and Restated Sewer System District Declaration.

Date Signed: APRIL 26TH, 2018

✓

LOT DESCRIPTION:

Lot Number: 99 or property address:
2006 PROMONTORY
Prescott, Arizona

RECORD OWNER(S):

Patrick J. Maher
Owner's Signature

Owner's Name: PATRICK J. MAHER

Norma I. Maher
Owner's Signature

Owner's Name: NORMA I. MAHER

IMPORTANT NOTE: Please understand that all owners of your Lot must sign this signature page if you wish to approve the Amended and Restated Sewer System District Declaration. Thus, for example, if both spouses own the Lot, both spouses must sign this signature page.

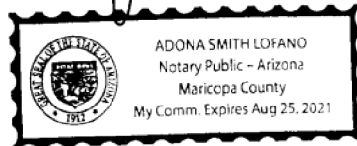
STATE OF Arizona)
) ss:
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 26th day of April
2018 by Patrick J. Maher and Norma I. Maher, the per-
son(s) to me known as the person(s) described in and who executed the foregoing instrument and
acknowledged before me that he/she/they executed the same.

Witness my hand and official seal

Adona Smith Lofano
NOTARY PUBLIC

My Commission will expire 8/25, 2021



X

ENTITY OWNER SIGNATURE PAGE

The undersigned Owner hereby set its hand to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and Unit Four, Phase Five at Forest Trails Lots 76 through 103 (the "Amended and Restated Sewer System District Declaration") to amend the Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and the Supplemental Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Five at Forest Trails Lots 76 through 103, as hereinabove set forth. Such Owner approving this Amended and Restated Sewer System District Declaration is conclusively presumed to have the authority to approve this Amended and Restated Sewer System District Declaration, and no contrary provision in any mortgage, deed of trust or contract between the Owner and a third party will affect the validity of such approval of this Amended and Restated Sewer System District Declaration.

Date Signed: 5/1, 2018

✓ LOT DESCRIPTION:

Lot Number: 81 or property address:
1441 HOLLOWSIDE WAY
Prescott, Arizona

RECORD OWNER(S):

Entity Name: Forest Trails

By: RICHARD SCHAEFER
Name: [Signature]
Its: _____

By: Joyce Hayes Schaefer
Name: Joyce Hayes Schaefer
Its: _____

IMPORTANT NOTE: If your Lot is owned by a trust, partnership, corporation or other entity, the trustee, partner, officer or other official, as the case may be, of such owner must sign this signature page. Please be sure to indicate the name of the entity and the capacity.

in which you are signing on behalf of such entity, e.g. XYZ Trust, by Jane Doe, Its Trustee.

STATE OF Michigan)
) ss:
COUNTY OF Ottawa)

The foregoing instrument was acknowledged before me this 1st day of May
2018 by Edward Joseph Perafer the 1st owner of
Lot 81, an _____, the per-
son to me known as the person described in and who executed the foregoing instrument and
acknowledged before me that (s)he executed the same on behalf of said entity.

Witness my hand and official seal

Susan K. Vink
NOTARY PUBLIC

My Commission will expire 12/10, 2019



ENTITY OWNER SIGNATURE PAGE

The undersigned Owner hereby set its hand to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and Unit Four, Phase Five at Forest Trails Lots 76 through 103 (the "Amended and Restated Sewer System District Declaration") to amend the Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and the Supplemental Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Five at Forest Trails Lots 76 through 103, as hereinabove set forth. Such Owner approving this Amended and Restated Sewer System District Declaration is conclusively presumed to have the authority to approve this Amended and Restated Sewer System District Declaration, and no contrary provision in any mortgage, deed of trust or contract between the Owner and a third party will affect the validity of such approval of this Amended and Restated Sewer System District Declaration.

Date Signed: 4-24, 2018

LOT DESCRIPTION:

Lot Number: 83 or property address:
1440 Hollowside Way
Prescott, Arizona

RECORD OWNER(S): Entity Name: Prescott Forest One L.P., an AZ limited partnership

By: Myers Investments L.P.
Name: _____
Its: General Partner

By: Lillevig, LLC
Name: _____
Its: General Partner

By: Brooke M. Wilson
Brooke M. Wilson, Manager

IMPORTANT NOTE: If your Lot is owned by a trust, partnership, corporation or other entity, the trustee, partner, officer or other official, as the case may be, of such owner must sign this signature page. Please be sure to indicate the name of the entity and the capacity

in which you are signing on behalf of such entity, e.g. XYZ Trust, by Jane Doe, Its Trustee.

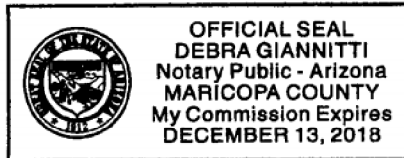
STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 24th day of APRIL 2018 by BROUCE M. WILSON, the MANAGER of LILLEVI6, LLC, an AZ LTD LIABILITY COMPANY, the person to me known as the person described in and who executed the foregoing instrument and acknowledged before me that (s)he executed the same on behalf of said entity.

Witness my hand and official seal

Debra Giannitti
NOTARY PUBLIC

My Commission will expire 12-13, 2018
H.S.P.



Charles M. Stewart

ENTITY OWNER SIGNATURE PAGE

The undersigned Owner hereby set its hand to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and Unit Four, Phase Five at Forest Trails Lots 76 through 103 (the "Amended and Restated Sewer System District Declaration") to amend the Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and the Supplemental Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Five at Forest Trails Lots 76 through 103, as hereinabove set forth. Such Owner approving this Amended and Restated Sewer System District Declaration is conclusively presumed to have the authority to approve this Amended and Restated Sewer System District Declaration, and no contrary provision in any mortgage, deed of trust or contract between the Owner and a third party will affect the validity of such approval of this Amended and Restated Sewer System District Declaration.

Date Signed: 4-24, 2018

LOT DESCRIPTION:

Lot Number: 100 or property address:
2008 Promontory
Prescott, Arizona

RECORD OWNER(S): Entity Name: Prescott Forest One L.P., an AZ L.P.

By: Myers Investments L.P.
Name: _____
Its: General Partner

By: Lillevig, LLC
Name: _____
Its: General Partner

By: Brooke M. Wilson
Brooke M. Wilson, Manager

IMPORTANT NOTE: If your Lot is owned by a trust, partnership, corporation or other entity, the trustee, partner, officer or other official, as the case may be, of such owner must sign this signature page. Please be sure to indicate the name of the entity and the capacity

in which you are signing on behalf of such entity, e.g. XYZ Trust, by Jane Doe, Its Trustee.

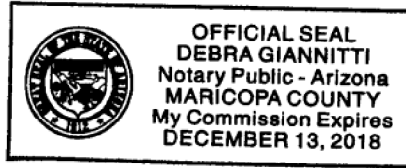
STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 24th day of APRIL 2018 by BROUICE M. WILSON, the MANAGER of LILLEVIG, LLC, an AZ LIMITED LIABILITY COMPANY, the person to me known as the person described in and who executed the foregoing instrument and acknowledged before me that (s)he executed the same on behalf of said entity.

Witness my hand and official seal

Debra Giannitti
NOTARY PUBLIC

My Commission will expire 12-13, 2018
H.S.H



(mailed) murbandt

ENTITY OWNER SIGNATURE PAGE

The undersigned Owner hereby set its hand to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and Unit Four, Phase Five at Forest Trails Lots 76 through 103 (the "Amended and Restated Sewer System District Declaration") to amend the Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and the Supplemental Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Five at Forest Trails Lots 76 through 103, as hereinabove set forth. Such Owner approving this Amended and Restated Sewer System District Declaration is conclusively presumed to have the authority to approve this Amended and Restated Sewer System District Declaration, and no contrary provision in any mortgage, deed of trust or contract between the Owner and a third party will affect the validity of such approval of this Amended and Restated Sewer System District Declaration.

Date Signed: 4-10 - _____, 2018

LOT DESCRIPTION:

Lot Number: 66 or property address:
1429 SHORT POINT LANE
Prescott, Arizona

RECORD OWNER(S): Entity Name: _____

By: [Signature]
Name: GUY H. COATES
Its: _____

By: [Signature]
Name: CAROL COATES
Its: _____

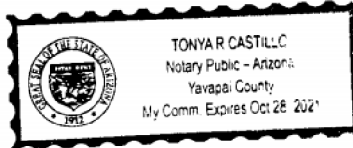
IMPORTANT NOTE: If your Lot is owned by a trust, partnership, corporation or other entity, the trustee, partner, officer or other official, as the case may be, of such owner must sign this signature page. Please be sure to indicate the name of the entity and the capacity

in which you are signing on behalf of such entity, e.g. XYZ Trust, by Jane Doe, Its Trustee.

STATE OF Arizona)
) ss:
COUNTY OF Yavapai

The foregoing instrument was acknowledged before me this 10 day of April
2018 by Guy H & Carol Coates, the _____ of
_____, an _____, the per-
son to me known as the person described in and who executed the foregoing instrument and
acknowledged before me that (s)he executed the same on behalf of said entity.

Witness my hand and official seal



Tonya Castillo
NOTARY PUBLIC

My Commission will expire 10/28, 2021

INDIVIDUAL OWNER(S) SIGNATURE PAGE

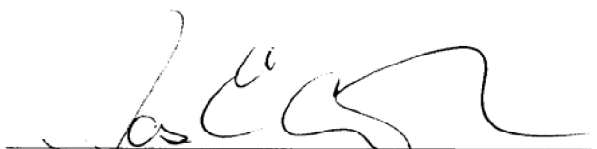
The undersigned Owner(s) hereby set their hands to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and Unit Four, Phase Five at Forest Trails Lots 76 through 103 (the "Amended and Restated Sewer System District Declaration") to amend the Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and the Supplemental Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Five at Forest Trails Lots 76 through 103, as hereinabove set forth. Each Owner approving this Amended and Restated Sewer System District Declaration is conclusively presumed to have the authority to approve this Amended and Restated Sewer System District Declaration, and no contrary provision in any mortgage, deed of trust or contract between the Owner and a third party will affect the validity of such approval of this Amended and Restated Sewer System District Declaration.

Date Signed: 11-11, 2018

LOT DESCRIPTION:

Lot Number: 75 or property address:
1995 Promontory
Prescott, Arizona

RECORD OWNER(S):



Owner's Signature
Owner's Name: Jimmy Cordier



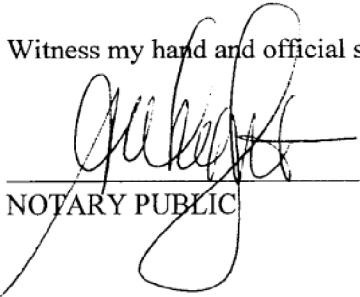
Owner's Signature
Owner's Name: Cheryl Cordier

IMPORTANT NOTE: Please understand that all owners of your Lot must sign this signature page if you wish to approve the Amended and Restated Sewer System District Declaration. Thus, for example, if both spouses own the Lot, both spouses must sign this signature page.

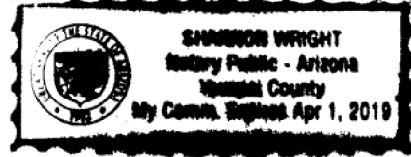
STATE OF Arizona)
) SS:
COUNTY OF Yavapai)

The foregoing instrument was acknowledged before me this 13th day of April
2018 by Cheryl Cordier and N/A, the per-
son(s) to me known as the person(s) described in and who executed the foregoing instrument and
acknowledged before me that he/she/they executed the same.

Witness my hand and official seal



NOTARY PUBLIC



My Commission will expire 04-01, 2019

ENTITY OWNER SIGNATURE PAGE

The undersigned Owner hereby set its hand to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and Unit Four, Phase Five at Forest Trails Lots 76 through 103 (the "Amended and Restated Sewer System District Declaration") to amend the Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and the Supplemental Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Five at Forest Trails Lots 76 through 103, as hereinabove set forth. Such Owner approving this Amended and Restated Sewer System District Declaration is conclusively presumed to have the authority to approve this Amended and Restated Sewer System District Declaration, and no contrary provision in any mortgage, deed of trust or contract between the Owner and a third party will affect the validity of such approval of this Amended and Restated Sewer System District Declaration.

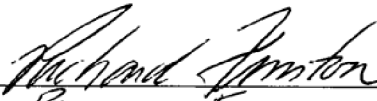
Date Signed: APRIL 13, 2018

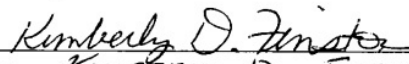
LOT DESCRIPTION:

Lot Number: 87 or property address:
1984 PROMONTORY
Prescott, Arizona

RECORD OWNER(S):

Entity Name: FINSTON FAMILY TRUST

By: 
Name: RICHARD FINSTON
Its: TRUSTEE

By: 
Name: KIMBERLY D. FINSTON
Its: TRUSTEE

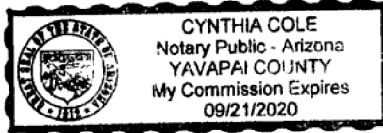
IMPORTANT NOTE: If your Lot is owned by a trust, partnership, corporation or other entity, the trustee, partner, officer or other official, as the case may be, of such owner must sign this signature page. Please be sure to indicate the name of the entity and the capacity

in which you are signing on behalf of such entity, e.g. XYZ Trust, by Jane Doe, Its Trustee.

STATE OF Arizona)
) ss:
COUNTY OF Yavapai)

The foregoing instrument was acknowledged before me this 13 day of April
2018 by RICHARD FINSTON, the TRUSTEE of
FINSTON FAMILY TRUST, an LIVING TRUST, the per-
son to me known as the person described in and who executed the foregoing instrument and
acknowledged before me that (s)he executed the same on behalf of said entity.

Witness my hand and official seal



Cynthia Cole
NOTARY PUBLIC

My Commission will expire 9/21, 2020

INDIVIDUAL OWNER(S) SIGNATURE PAGE

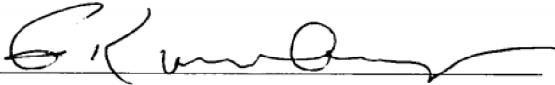
The undersigned Owner(s) hereby set their hands to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and Unit Four, Phase Five at Forest Trails Lots 76 through 103 (the "Amended and Restated Sewer System District Declaration") to amend the Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and the Supplemental Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Five at Forest Trails Lots 76 through 103, as hereinabove set forth. Each Owner approving this Amended and Restated Sewer System District Declaration is conclusively presumed to have the authority to approve this Amended and Restated Sewer System District Declaration, and no contrary provision in any mortgage, deed of trust or contract between the Owner and a third party will affect the validity of such approval of this Amended and Restated Sewer System District Declaration.

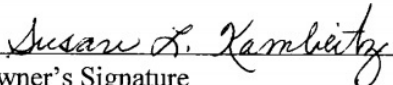
Date Signed: April 10, 2018

LOT DESCRIPTION:

Lot Number: # 71 or property address:
1432 Short Point Lane
Prescott, Arizona

RECORD OWNER(S):


Owner's Signature
Owner's Name: George Kambeitz

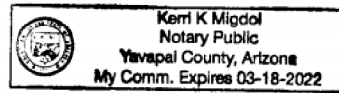

Owner's Signature
Owner's Name: Susan L. Kambeitz

IMPORTANT NOTE: Please understand that all owners of your Lot must sign this signature page if you wish to approve the Amended and Restated Sewer System District Declaration. Thus, for example, if both spouses own the Lot, both spouses must sign this signature page.

STATE OF Arizona)
) SS:
COUNTY OF Yavapai)

The foregoing instrument was acknowledged before me this 10 day of April 2018 by George Kambeitz and Susan L Kambeitz, the person(s) to me known as the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she/they executed the same.

Witness my hand and official seal



Kerri K Migdol
NOTARY PUBLIC

My Commission will expire 03/18, 2022

ENTITY OWNER SIGNATURE PAGE

The undersigned Owner hereby set its hand to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and Unit Four, Phase Five at Forest Trails Lots 76 through 103 (the "Amended and Restated Sewer System District Declaration") to amend the Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Four at Forest Trails Lots 65 through 75 and the Supplemental Declaration of Covenants, Conditions and Restrictions for Forest Trails Unit Four Private Sanitary Sewer System District for Unit Four, Phase Five at Forest Trails Lots 76 through 103, as hereinabove set forth. Such Owner approving this Amended and Restated Sewer System District Declaration is conclusively presumed to have the authority to approve this Amended and Restated Sewer System District Declaration, and no contrary provision in any mortgage, deed of trust or contract between the Owner and a third party will affect the validity of such approval of this Amended and Restated Sewer System District Declaration.

Date Signed: April 16, 2018

LOT DESCRIPTION:

Lot Number: 69 or property address:
1448 SHORT POINT LN
Prescott, Arizona

RECORD OWNER(S):

Entity Name: THE HERRING LIVING TRUST

By: Teresa Herring
Name: Teresa Herring
Its: TRUSTEE

By: _____
Name: _____
Its: _____

IMPORTANT NOTE: If your Lot is owned by a trust, partnership, corporation or other entity, the trustee, partner, officer or other official, as the case may be, of such owner must sign this signature page. Please be sure to indicate the name of the entity and the capacity

in which you are signing on behalf of such entity, e.g. XYZ Trust, by Jane Doe, Its Trustee.

STATE OF Arizona)
) ss:
COUNTY OF Yavapai)

The foregoing instrument was acknowledged before me this 16 day of April 2018 by Teresa Herring, the TRUSTEE of THE HERRING LIVING TRUST an TRUST, the person to me known as the person described in and who executed the foregoing instrument and acknowledged before me that (s)he executed the same on behalf of said entity.

Witness my hand and official seal



RONYA NICHOLS
Notary Public - Arizona
Yavapai County
Expires 01/31/2021

Ronya Nichols
NOTARY PUBLIC

My Commission will expire 01/31, 2021

72009