

WHEN RECORDED RETURN TO:

Krupnik & Speas, PLLC
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Phoenix, AZ 85013

**SECOND AMENDED AND RESTATED
SUPPLEMENTAL DECLARATION TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PRESCOTT LAKES
(Neighborhood of Pinnacle at Prescott Lakes—Unit 2 Phases 2A, 2B, and 2C
aka Solstice Ridge)**

THIS SECOND AMENDED AND RESTATED SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PRESCOTT LAKES (Neighborhood of Pinnacle at Prescott Lakes—Unit 2 Phases 2A, 2B, and 2C aka Solstice Ridge) (“Second Amended and Restated Supplemental Declaration”) is made this 16th day of June, 2022.

WITNESSETH:

WHEREAS, Prescott Lakes Community Association, Inc. (“Association”) is an Arizona nonprofit corporation and is the Association designated under the Declaration of Covenants, Conditions, and Restrictions for Prescott Lakes, recorded on February 25, 1999 in Book 3642, Page 161, Official Records of Yavapai County, Arizona Recorder, the first through eighth amendments thereto, and the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Prescott Lakes recorded on July 7, 2021, in the Office of the Yavapai County Recorder at Reception No. 2021-0048807, as thereafter amended from time to time (“Declaration”);

WHEREAS, the Amended and Restated Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Prescott Lakes (Neighborhood of The Pinnacle at Prescott Lakes—Unit 2 Phase 2A) was recorded by the Association on November 10, 2015 at Reception No. 2015-0053772 in the Office of the Yavapai County Recorder (“Amended and Restated Supplemental Declaration”);

WHEREAS, title to all property within Solstice Ridge at Prescott Lakes (Replat of Lots 1-18 And Tracts A, D, E, F & G), recorded in Book 64 of Maps & Plats, Page 32, Records of Yavapai County, Arizona (“Phase 2A Property”) is subject to the Declaration and the Amended and Restated Supplemental Declaration;

WHEREAS, the owner of the property described on Exhibit “A” attached hereto and incorporated herein (the “Phase 2B Property” and the “Phase 2C Property”) wishes to subject the Phase 2B Property and the Phase 2C Property to the Amended and Restated Supplemental Declaration and cause the Phase 2B Property and the Phase 2C Property to become a part of the Neighborhood;

WHEREAS, pursuant to Section 4.2 of the Amended and Restated Supplemental Declaration, an amendment to the Amended and Restated Supplemental Declaration requires the approval of owners of seventy-five percent (75%) of the Units within the Phase 2A Property and the approval of the Board of Directors of the Association; and

WHEREAS, the Board of Directors of the Association and the Owners of Units within the Phase 2A Property wish to amend and restate the Amended and Restated Supplemental Declaration in its entirety as set forth herein.

NOW, THEREFORE, the Owners of the Units within the Phase 2A Property and the owner of the Phase 2B Property and the Phase 2C Property (the Phase 2A Property, the Phase 2B Property, and the Phase 2C Property are collectively and individually referred to as the "Property") declare that the Property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Second Amended and Restated Supplemental Declaration and shall run with the title to such property and shall be binding upon all persons having any right, title or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Second Amended and Restated Supplemental Declaration shall be binding upon the Association in accordance with the terms of the Declaration.

Article I
Definitions

The definitions set forth in the Declaration are incorporated herein by reference.

Article II
Neighborhood Designation

The Property is designated as Pinnacle at Prescott Lakes-Unit 2 Phases 2A, 2B, and 2C aka Solstice Ridge Neighborhood.

Article III
Additional Covenants, Maintenance Responsibilities and Easements

3.1 Limited Common Area. All of the Common Area located within or exclusively serving the Property, including, but not limited to, Tracts A, D, E, F and G within the Phase 2A Property, Tracts A, B, C, D, J, K, L, M, N, and O within The Pinnacle at Prescott Lakes - Unit 2, Phase 2B, recorded at Reception No. 2021-0045486, Records of Yavapai County, Arizona, those tracts within the remainder of the Phase 2B Property and the Phase 2C Property designated as Limited Common Area pursuant to Section 12.2 of the Declaration, the entry gate and entry features, monument and other signs, perimeter walls or fences located within Common Areas, that portion of the below-described LPSS lying within Common Areas, private roads, open space and landscaping shall be owned and maintained by the Association as the Limited Common Area for the use and benefit of the owners of the Units within the Property. Notwithstanding the foregoing, the landscaping in the 10' public utility easement along Solstice Drive is not Limited Common Area, even though located within the Property.

Notwithstanding the foregoing, the Limited Common Area tracts within the Phase 2B Property and the Phase 2C Property will be conveyed to the Association once construction of infrastructure and improvements on the Limited Common Area tracts are complete. Until such Limited Common Area tracts are conveyed to the Association, they shall be maintained by the owner(s) thereof.

All maintenance of the Limited Common Area shall be performed in a manner and on a schedule consistent with the Community-Wide Standard.

3.2 Perimeter Walls. Perimeter Walls are those walls and fences (a) designating the perimeter of the Property, (b) located between Units and Common Area and/or (c) located between Units and public rights-of-way, whether located on Units or the Common Area within the Property. The Association shall maintain Perimeter Walls, except that with respect to any solid wall forming a part of the Perimeter Walls, the owner of the adjoining or adjacent Unit shall maintain the interior surface facing their Unit.

3.3 Party Walls and Party Fences. Any wall or fence placed on the dividing line between Units or immediately adjacent to the dividing line between Units and benefitting the owners of the adjacent Units shall constitute a Party Wall or Party Fence. The rights and duties of owners with respect to use and maintenance of Party Walls or Party Fences shall be as set forth in Article XIII of the Declaration.

3.4 Specific Assessments. Pursuant to Article VIII, Section 8.5(b) of the Declaration, the Association shall levy Specific Assessments against a particular Unit for the cost of all maintenance, repairs, and replacements performed by the Association hereunder that result from the conduct of a Unit owner or occupants of the Unit, their agents, contractors, employees, licensees, invitees, or guests.

3.5 LPSS. Each Unit located on the Property is served by a low pressure sewer system (the "LPSS") in order to provide positive sewer ejection into the designated City of Prescott sewer system.

3.6 Maintenance by Owners. Each owner of a Unit serviced by the LPSS ("LPSS Units") shall be individually responsible for the maintenance (and associated costs) of that portion of the LPSS serving only such owner's Unit, whether located on the Unit or the adjacent private right-of-way.

3.7 Maintenance by Association. The Association hereby agrees that it shall be responsible for the maintenance and associated costs of the portions of the LPSS serving more than one Unit located on the adjacent private right-of-way until the point where the LPSS meets the gravity sewer system main lines owned by the City of Prescott.

3.8 Costs. The cost of all maintenance, repairs and replacements performed by the Association hereunder shall be assessed as a Neighborhood Assessment pursuant to the Declaration, except for such costs as may be levied pursuant to Section 3.4 above.

3.9 Neighborhood Working Capital Fee Assessment. In addition to all other assessments, each owner, upon acquiring a Unit, shall pay to the Association a Neighborhood Working Capital Fee Assessment. The Neighborhood Working Capital Fee Assessment shall be equal to fifteen percent (15%) of the then annual Neighborhood Assessment for the Property. Such payment shall become due at the close of escrow or immediately upon the transfer of title to the Unit, whichever occurs first. Such payment shall be required upon each transfer of title to each Unit except with respect to (1) transfer of a Unit among family members, as defined in A.R.S. § 42-12053 (as amended, repealed, or recodified) or (2) transfer of a Unit into a revocable living trust for the benefit of the trustor, where the owner(s) of the Unit becomes the trustor of the trust. Any Neighborhood Working Capital Fee Assessment not paid as required under this Section shall become a part of the Assessment lien on the Unit and collectible in the same manner as Assessments. Funds paid to the Association pursuant to this Section shall be used by the Association for payment of maintenance, repairs, replacements and additions to the Limited Common Area and for operating expenses of the Limited Common Area. Payments made pursuant to this Section shall be nonrefundable and shall not be offset or credited against or considered as advance payment of any other Assessments levied by the Association pursuant to this Amended and Restated Supplemental Declaration or the Declaration.

3.10 Maintenance Easement. The Association shall have a perpetual, non-exclusive easement over the Limited Common Area and the Units as reasonably necessary to perform its maintenance responsibilities hereunder and under the Declaration, which easement may be exercised by the Association, its officers, directors, employees, agents, and contractors.

3.11 Golf Course View Units - Natural Area Open Space (NAOS) Easement. Each Unit that shares a common border with the Golf Course shall be referred to herein as a "Golf Course View Unit". Back yard fences have been and/or will be installed on all Golf Course View Units. No back yard fence shall be removed, moved, or otherwise altered on a Golf Course View Unit without the prior written approval of the Architectural Review Committee as to location and design. The area located between the back yard fence and the back boundary line of a Golf Course View Unit shall be referred to herein as the "NAOS Easement Area". The owner of a Golf Course View Unit shall be responsible for maintaining the NAOS Easement Area located on the Unit and shall not use the NAOS Easement Area in any way inconsistent with the preservation of the area in its undisturbed condition as permanent natural open space. The NAOS Easement Area may not be Improved (hereinafter defined) in any way without the prior written approval of the Architectural Review Committee, which approval may be withheld in the sole and absolute discretion of the Architectural Review Committee. "Improved" shall mean any alteration of the natural landscape (including, but not limited to, any grading, scraping, and excavation) or the installation or construction of any structure or landscaping improvement of any kind (including, but not limited to, buildings, sheds, drainage facilities, platforms, walls, fountains, sculptures, infrastructure, hedges, plantings, trees, or shrubs).

3.12 Golf Course Property Easement. The Golf Club at Prescott Lakes, LLC, an Arizona limited liability company (the "Club") hereby grants the owners of the Golf Course View Units a perpetual, non-exclusive easement over the Tract "I" according to the 1st Amended Final Plat of Prescott Lakes Golf Course Boundary, recorded in Book 50 of Maps & Plats, Page 3, Records of Yavapai County, Arizona (the "Golf Course Property") to access the NAOS

Easement Area located on such owner's Unit as reasonably necessary to perform such owner's maintenance responsibilities hereunder or under the Declaration. The owner of a Golf Course View Unit shall coordinate with the Club prior to exercising the access rights granted under this Section.

Article IV **Amendments**

4.1 By Declarant. PL DEVELOPER I, L.L.C., an Arizona limited liability company ("Declarant") may unilaterally amend this Second Amended and Restated Supplemental Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) to enable any institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make or purchase mortgage loans on the Units; (d) to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units; or (e) to satisfy the requirements of any governmental agency, provided such amendment does not adversely affect the title to any Unit without the owner's written consent.

4.2 By Owners. Except as provided above or otherwise specifically provided herein, this Amended and Restated Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, owners of 75% of the Units subject to this Amended and Restated Supplemental Declaration and the written consent of the Association acting upon resolution of its Board of Directors. No amendment shall be inconsistent with the Declaration. To be effective, any amendment must be recorded in the Official Records of Yavapai County, Arizona.

If an owner consents to any amendment to this Amended and Restated Supplemental Declaration, it will be conclusively presumed that such owner has the authority to so consent, and no contrary provision in any Mortgage or contract between the owner and a third party will affect the validity of such amendment.

4.3 Declarant's Consent. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

4.4 Club's Consent. Section 3.12 of this Amended and Restated Amended and Restated Supplemental Declaration shall not be amended without the written consent of the Golf Club at Prescott Lakes, LLC, an Arizona limited liability company (the "Club").

[SIGNATURE PAGES FOLLOW]

CERTIFICATION
(Phase 2B Property and the Phase 2C Property)

IN WITNESS WHEREOF, the undersigned, as owner of Phase 2B Property and the Phase 2C Property consent to subjecting the Phase 2B Property and the Phase 2C Property this Second Amended and Restated Amended and Restated Supplemental Declaration and causing the Phase 2B Property and the Phase 2C Property to become part of the Neighborhood.

SOLSTICE RIDGE, LLC

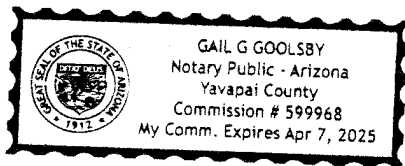
By: *James Fletcher*

STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this 27 day of May, 2022, by James Fletcher whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he signed this document.

Gail G. Goolsby
Notary Public

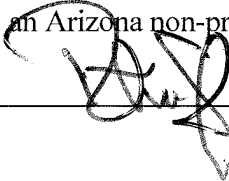
Notary Seal:



CERTIFICATION

The Board of Directors of the Association certifies that this Second Amended and Restated Supplemental Declaration was approved by the required number of Owners of Units in the Neighborhood and hereby consents to and approves this Amended and Restated Supplemental Declaration.

PRESCOTT LAKES COMMUNITY ASSOCIATION,
INC., an Arizona non-profit corporation

By: 

STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this 25 day of MAY, 2022 by Robert A. Sidey, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.


Notary Public

Notary Seal:

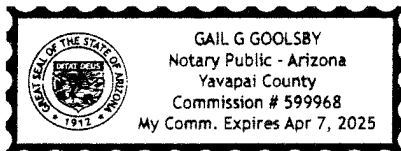


Exhibit "A"

A parcel of land lying within Sections 14 and 15, Township 14 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at a found 1" drill steel at the section corner common to Sections 14, 15, 22, and 23 as shown on the "Results of Survey Prescott Lakes", recorded in Book 43 of Land Surveys, Pages 3-9 on file in the office of the Yavapai County Recorder;

Thence, South 89°45'02" West, along the section line common to said Sections 15 and 22, a distance of 1266.57 feet to a point on the boundary line of "Tract C", as shown on the "Survey Exhibit of Prescott Lakes Golf Course, Prescott Lakes Parkway and Smoke Tree Lane", recorded in Book 50 of Maps and Plats, Page 3, on file in the office of the Yavapai County Recorder, said point also being to the TRUE POINT OF BEGINNING;

Thence, continuing South 89°45'02" West, 53.38 feet to a found 1" pipe at the West 1/16 corner common to said sections 15 and 22, said point also being the Southeast corner of "Parcel 34" as shown on said "Results of Survey Prescott Lakes";

Thence, South 89°44'55" West, 671.47 feet to the Southwest corner of said "Parcel 34";

Thence, North 01°57'23" East, along the West line of said "Parcel 34", a distance of 461.40 feet to an angle point in the boundary of said "Parcel 34";

Thence, North 89°33'48" East, 225.07 feet to a found rebar with cap #16921 at an angle point in the boundary of said "Parcel 34";

Thence, North 01°57'26" East, 186.62 feet to a found rebar with cap #16921 at an angle point in the boundary of said "Parcel 34";

Thence, North 89°48'31" East, 424.21 feet to the Northeast corner of said "Parcel 34";

Thence, North 00°00'21" West, 10.71 feet to the Southwest corner of "Parcel 33" as shown on said "Results of Survey Prescott Lakes";

Thence, North 89°40'09" East, 396.01 feet to the Southeast corner of said "Parcel 33";

Thence, North 00°00'16" West, along the East line of said "Parcel 33", a distance of 315.05 feet;

Thence, North 89°59'44" East, 161.18 feet;

Thence, North 35°43'22" East, 217.57 feet;

Thence, North 54°39'22" East, 299.47 feet;

Thence, North 65°39'25" East, 436.51 feet to a point on the section line common to said Sections 14 and 15;

Thence, continuing North 65°39'25" East, 147.27 feet

Thence, North 83°04'02" East, 386.96 feet;

Thence, North 02°01'14" West, 244.81 feet;

Thence, North 09°07'25" East, 251.56 feet;

Thence, EAST, 497.05 feet to an angle point in the boundary line of "Tract D", as shown on the "Survey Exhibit of Prescott Lakes Golf Course, Prescott Lakes Parkway and Smoke Tree Lane", recorded in Book 50 of Maps and Plats, Page 3, on file in the office of the Yavapai County Recorder;

Thence, South 13°41'29" West, along the boundary line of said "Tract D", 162.90 feet;

Thence, South 14°39'31" East, along the boundary line of said "Tract D", 124.07 feet;

Thence, South 31°01'39" West, along the boundary line of said "Tract D", 71.66 feet;

Thence, South 16°28'33" East, along the boundary line of said "Tract D", 177.15 feet;

Thence, South 41°27'11" East, along the boundary line of said "Tract D", 133.21 feet;

Thence, South 21°40'09" East, along the boundary line of said "Tract D", 78.50 feet to a point on the North line of Parcel 25 as shown on the "Results of Survey Prescott Lakes", recorded in Book 43 of Land Surveys, Pages 3-9 on file in the office of the Yavapai County Recorder, said point also being designated as POINT "A";

Thence, South 85°15'18" West, 525.05 feet to the Northwest corner of said Parcel 25;

Thence, South 00°20'16" West, along the West line of said Parcel 25, a distance of 310.19 feet to a point on the boundary line of "Tract C", as shown on the "Survey Exhibit of Prescott Lakes Golf Course, Prescott Lakes Parkway and Smoke Tree Lane", recorded in Book 50 of Maps and Plats, Page 3, on file in the office of the Yavapai County Recorder;

Thence, South 87°07'54" West, 115.20 feet an angle point in the boundary line of said "Tract C";

Thence, South 59°52'06" West, along the boundary line of said "Tract C", 616.13 feet to a point on the section line common to said Sections 14 and 15;

Thence, continuing South 59°52'06" West, 57.25 feet to an angle point in the boundary line of said "Tract C";

Thence, South 43°28'05" West, 280.50 feet to an angle point in the boundary line of said "Tract C";

Thence, South 35°58'32" West, 613.09 feet to an angle point in the boundary line of said "Tract C";

Thence, North 81°26'54" West, 146.60 feet to an angle point in the boundary line of said "Tract C";

Thence, North 42°19'54" West, 68.95 feet to an angle point in the boundary line of said "Tract C";

Thence, North 87°09'33" West, 140.90 feet to an angle point in the boundary line of said "Tract C";

Thence, South 80°29'32" West, 95.09 feet to an angle point in the boundary line of said "Tract C";

Thence, North 81°26'54" West, 130.02 feet to an angle point in the boundary line of said "Tract C";

Thence, South 78°34'54" West, 74.07 feet to an angle point in the boundary line of said "Tract C";

Thence, South 22°46'06" West, along the boundary line of said "Tract C", 103.16 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM, any portion lying within or East of The Pinnacle at Prescott Lakes, Unit 2, Phase 2A.

Exhibit "B"

A parcel of land lying within Sections 14 and 15, Township 14 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at a found 1" drill steel at the section corner common to Sections 14, 15, 22, and 23 as shown on the "Results of Survey Prescott Lakes", recorded in Book 43 of Land Surveys, Pages 3-9 on file in the office of the Yavapai County Recorder;

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Thence, continuing South 89°45'02" West, 53.38 feet to a found 1" pipe at the West 1/16 corner common to said sections 15 and 22, said point also being the Southeast corner of "Parcel 34" as shown on said "Results of Survey Prescott Lakes";

Thence, South 89°44'55" West, 671.47 feet to the Southwest corner of said "Parcel 34";

Thence, North 01°57'23" East, along the West line of said "Parcel 34", a distance of 461.40 feet to an angle point in the boundary of said "Parcel 34";

Thence, North 89°33'48" East, 225.07 feet to a found rebar with cap #16921 at an angle point in the boundary of said "Parcel 34";

Thence, North 01°57'26" East, 186.62 feet to a found rebar with cap #16921 at an angle point in the boundary of said "Parcel 34";

Thence, North 89°48'31" East, 424.21 feet to the Northeast corner of said "Parcel 34";

Thence, North 00°00'21" West, 10.71 feet to the Southwest corner of "Parcel 33" as shown on said "Results of Survey Prescott Lakes";

Thence, North 89°40'09" East, 396.01 feet to the Southeast corner of said "Parcel 33";

Thence, North 00°00'16" West, along the East line of said "Parcel 33", a distance of 315.05 feet;

Thence, North 89°59'44" East, 161.18 feet;

Thence, North 35°43'22" East, 217.57 feet;

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Thence, North 65°39'25" East, 436.51 feet to a point on the section line common to said Sections 14 and 15;

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Thence, South 13°41'29" West, along the boundary line of said "Tract D", 162.90 feet;

Thence, South 14°39'31" East, along the boundary line of said "Tract D", 124.07 feet;

Thence, South 31°01'39" West, along the boundary line of said "Tract D", 71.66 feet;

Thence, South 16°28'33" East, along the boundary line of said "Tract D", 177.15 feet;

Thence, South 41°27'11" East, along the boundary line of said "Tract D", 133.21 feet;

Thence, South 21°40'09" East, along the boundary line of said "Tract D", 78.50 feet to a point on the North line of Parcel 25 as shown on the "Results of Survey Prescott Lakes", recorded in Book 43 of Land Surveys, Pages 3-9 on file in the office of the Yavapai County Recorder, said point also being designated as POINT "A";

Thence, South 85°15'18" West, 525.05 feet to the Northwest corner of said Parcel 25;

Thence, South 00°20'16" West, along the West line of said Parcel 25, a distance of 310.19 feet to a point on the boundary line of "Tract C", as shown on the "Survey Exhibit of Prescott Lakes Golf Course, Prescott Lakes Parkway and Smoke Tree Lane", recorded in Book 50 of Maps and Plats, Page 3, on file in the office of the Yavapai County Recorder;

Thence, South 87°07'54" West, 115.20 feet an angle point in the boundary line of said "Tract C";

Thence, South 59°52'06" West, along the boundary line of said "Tract C", 616.13 feet to a point on the section line common to said Sections 14 and 15;

Thence, continuing South 59°52'06" West, 57.25 feet to an angle point in the boundary line of said "Tract C";

Thence, South 43°28'05" West, 280.50 feet to an angle point in the boundary line of said "Tract C";

Thence, South 35°58'32" West, 613.09 feet to an angle point in the boundary line of said "Tract C";

Thence, North 81°26'54" West, 146.60 feet to an angle point in the boundary line of said "Tract C";

Thence, North 42°19'54" West, 68.95 feet to an angle point in the boundary line of said "Tract C";

Thence, North 87°09'33" West, 140.90 feet to an angle point in the boundary line of said "Tract C";

Thence, South 80°29'32" West, 95.09 feet to an angle point in the boundary line of said "Tract C";

Thence, North 81°26'54" West, 130.02 feet to an angle point in the boundary line of said "Tract C";

Thence, South 78°34'54" West, 74.07 feet to an angle point in the boundary line of said "Tract C";

Thence, South 22°46'06" West, along the boundary line of said "Tract C", 103.16 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM, any portion lying within or East of The Pinnacle at Prescott Lakes, Unit 2, Phase 2A.

AND EXCEPTING THEREFROM any portion lying within Book 4262 of Official Records, page 855.