

**When recorded return to:  
Krupnik & Speas, PLLC  
3411 N. 5th Ave., Suite 316  
Phoenix, AZ 85013**

**CERTIFICATE OF  
SECOND AMENDMENT TO THE  
COMMUNITY CHARTER FOR STONERIDGE  
AND THIRD AMENDMENT TO THE BY-LAWS  
OF STONERIDGE AT PRESCOTT VALLEY COMMUNITY ASSOCIATION, INC.**

This Amendment to the Community Charter for Stoneridge and the By-Laws of Stoneridge at Prescott Valley Community Association, Inc. (the "Amendment") is made effective as of this 21 day of December, 2020, by Univest-Stoneridge, LLC, an Arizona limited liability company ("Univest").

**RECITALS**

A. StoneRidge-Prescott Valley, L.L.C., an Arizona limited liability company ("SR-PV") previously executed the Community Charter for Stoneridge and the By-Laws of Stoneridge at Prescott Valley Community Association, Inc., recorded on July 2, 2001, as Instrument No. 3364068, in Book 3844, Page 253, Official Records of Yavapai County, Arizona Recorder; SR-PV executed the Amendment to Community Charter, recorded on October 24, 2001, as Instrument No. 3397993, in Book 3873, Page 225, Official Records of Yavapai County, Arizona Recorder; Univest executed the First Amendment to By-Laws of Stoneridge at Prescott Valley Community Association, Inc., recorded on May 21, 2012, at Instrument No. 2012-0027858, in Book 4881, Page 731, Official Records of Yavapai County, Arizona Recorder; and Univest executed the Second Amendment to By-Laws of Stoneridge at Prescott Valley Community Association, Inc., recorded on October 29, 2013, at Instrument No. 2013-0060941, in Book 4881, Page 731, Official Records of Yavapai County, Arizona Recorder (collectively referred to herein as the "Charter" and the "By-Laws").

B. SR-PV assigned all of its rights, title and interest as Founder under the Charter and By-Laws to Univest, by Assignment and Assumption of Founder's Rights and Obligations (StoneRidge) Community Charter for Stoneridge, recorded on August 24, 2011 as Instrument No. 2011-0044450, in Book 4830, Page 435, Official Records of Yavapai County, Arizona Recorder.

C. Pursuant to Section 20.1 of the Charter, during the Development and Sale Period, the Founder may unilaterally amend the Community Charter for any purpose, provided the amendment has no material adverse effect upon the rights of more than 2% of the Owners. This Amendment is executed during the Development and Sale Period.

D. Pursuant to Section 10.6(a) of the By-Laws, prior to termination of the Founder Control Period, the Founder Member may unilaterally amend these By-Laws. This Amendment is executed prior to termination of the Founder Control Period.

E. Univest, as Founder, is executing this Amendment at the request of the Association. The Association hereby agrees to indemnify and hold harmless Founder, its successors, assigns, and affiliates if Founder or such related entities is sued due to execution of this Amendment.

NOW THEREFORE the Founder hereby amends the Charter and By-Laws as follows:

**Amendment 1:**

The first two paragraphs of Section 6.3(a) of the Charter are amended to read as follows:

(a) Owner Members. Each Unit owned by an Owner Member is assigned one equal vote. Due to the number of Units anticipated to be developed in StoneRidge, the Association may use a representative system of voting. Except as otherwise specified in this Community Charter or the By-Laws, the vote for each Unit owned by an Owner Member shall be exercised by the Neighborhood Representative representing the Neighborhood in which such Unit is located if a representative system of voting is established.

As provided in the By-Laws, if a representative system of voting is established, each Neighborhood shall elect a Neighborhood Representative and an alternate Neighborhood Representative to serve as the Neighborhood's voting delegates. Neighborhood Representatives are subordinate to the Board, and their responsibility does not extend to policymaking, supervising, or otherwise being involved in Association governance. Such matters are the Board's province. Unless and until such time as the Board calls for election of a Neighborhood Representative for a Neighborhood, the Owner Members owning Units within such Neighborhood may personally cast the votes attributable to their respective Units on any issue requiring a membership vote under the Governing Documents.

*The remainder of Section 6.3(a) of the Charter remains the same.*

**Amendment 2:**

Section 2.3(a) of the By-Laws is amended to read as follows:

General. Association meetings shall be of the Neighborhood Representatives if a representative system of voting is employed, unless the Board otherwise specifies or Arizona law otherwise requires; however, unless and until Neighborhood Representatives are selected, meetings shall be of the Members and references in these By-Laws to Neighborhood Representatives shall be deemed to be references to the Members. The first Association meeting, whether a regular or special meeting, shall be held within one year after the Association's incorporation.

**Amendment 3:**

Section 2.7(a) of the By-Laws is amended to read as follows:

Voting Rights. Members shall have such voting rights as are set forth in the Community Charter, which provisions are specifically incorporated by this reference. Unless and until such time as the Board calls for election of a Neighborhood Representative for any

Neighborhood, the Owners within such Neighborhood shall be entitled personally to cast the votes attributable to their respective Units on any issue requiring a membership vote under the Governing Documents.

**Amendment 4:**

The first two paragraphs of Section 2.7(b) of the By-Laws are amended to read as follows:

(b) Election of Neighborhood Representatives. If a representative system of voting is established, the Owner Members owning Units within each Neighborhood shall elect a Neighborhood Representative to cast all votes attributable to their Units on all Association matters requiring a membership vote, except as otherwise specified in the Community Charter or these By-Laws. In addition, if a representative system of voting is established, each Neighborhood shall elect an alternate Neighborhood Representative who shall be responsible for casting such votes in the absence of the Neighborhood Representative.

The Founder may appoint an initial Neighborhood Representative from each Neighborhood at any time after 50% of the Units anticipated for StoneRidge under the Master Plan have been conveyed to Owner Members other than Builders. Thereafter, if a representative system of voting is established, the Board shall call for an election of Neighborhood Representatives and alternates on an annual basis. If Founder has not appointed Neighborhood Representatives by the termination of the Founder Control Period, the Owner Members may, at any time thereafter, elect a Neighborhood Representative and alternate Neighborhood Representative to represent their Neighborhood if a representative system of voting is established.

*The remainder of Section 2.7(b) of the By-Laws remains the same.*

**Amendment 5:**

The first paragraph of Section 2.8 of the By-Laws is amended to read as follows:

Neighborhood Representatives, if any, may not vote by proxy but only in person or through their designated alternates; provided, any Neighborhood Representative who is entitled to cast only the vote(s) for his own Unit(s) pursuant to the Community Charter may cast such vote(s) in person or by absentee ballot unless and until such time as the Board calls for election of a Neighborhood Representative to represent the Neighborhood of which the Unit is a part. Likewise, if a Member is entitled personally to cast the vote for his Unit on any matter, he or she may vote in person or by absentee ballot, subject to the limitations of Arizona law and subject to any specific provision to the contrary in the Community Charter or these By-Laws.

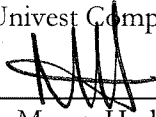
*The remainder of Section 2.8 of the By-Laws remains the same.*

**CERTIFICATE OF AMENDMENT  
TO THE  
COMMUNITY CHARTER FOR STONERIDGE  
AND THE BY-LAWS  
OF STONERIDGE AT PRESCOTT VALLEY COMMUNITY ASSOCIATION, INC.**

**FOUNDER:**

UNIVEST-STONERIDGE, LLC, an Arizona limited liability company

By: Uninvest Companies, Inc., its manager

By:   
Megan Hedstrom

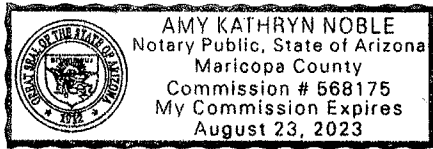
Title: Vice President

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

On this 21 day of December, 2020, before me personally appeared Megan Hedstrom, 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 they signed this document.

  
Notary Public

Notary Seal:



**APPROVAL OF ASSOCIATION**

The Association hereby consents to the amendments of the Charter and By-Laws as set forth above under the terms of this Certificate of Amendment.

STONERIDGE AT PRESCOTT VALLEY COMMUNITY  
ASSOCIATION, INC., an Arizona non-profit corporation

By: *Harry C Ramsey*  
Harry Ramsey  
Title: President

STATE OF ARIZONA            )  
  ) ss.  
County of Maricopa         )

On this 28 day of December, 2020, before me personally appeared Harry Ramsey, 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 they signed this document.

*Gabriela Watts*  
Notary Public

Notary Seal:

