

Recorded at the request of:
John Shirley, MHPOA President

When recorded mail to:
Mission Hills Property Owners' Association
c/o Kimberly Stiller, Treasurer & Secretary
2210 Falcon Drive
Prescott, AZ 86301

ADDENDUM TO ROAD ACCESS AND ARBITRATION AGREEMENT

This Addendum is made and entered to this 7th day of MARCH, 2025, by and between the Mission Hills Homeowners Association, an Arizona not-for-profit corporation (herein '**Condominium Owners**'), and the Mission Hills Property Owners Association, and Arizona not-for-profit corporation (herein '**Property Owners**'). This addendum is intended to clarify the terms of the access and arbitration agreement recorded on July 13, 1989, in Book 2165, page 150 – 154, records of the Yavapai County Recorder. This agreement also states and reflects the current agreement and historic practice between the parties respecting roadway management and maintenance of that designated portion of Mission Way which crosses the property of **Condominium Owners**. This agreement also reflects the intention of the parties to continue their cooperation and collaboration to assure access, management and maintenance of that designated stretch of Mission Way for the benefit of both Associations and their members.

RECITALS

A. Consistent with the recitals contained in the above recorded agreement for access and arbitration, Condominium Owners and Property Owners agree to act as adjacent property associations with a common private access road known as Mission Way. That private access road passes through the real property of Condominium Owners and continues on and through to the real property of Property Owners. The parties acknowledge that whereas the real property constituting the Mission Hills Subdivision and the real property constituting the Mission Hills Condominiums was originally owned entirely by the same developer/entity, both subdivisions were developed as a coordinated project and access to and from the condominium units, the subdivision lots, and all private roads in both subdivisions, has been established through development and use of the private roadway known as the Mission Way. The parties affirm that the above referenced and recorded access and arbitration agreement relates to that portion of the established Mission Way that runs from the public right of way and road known as Douglas Lane to the parties' adjacent subdivision boundary along Mission Way near the speed bump located just before the Property Owner's mailboxes entering Mission Hills subdivision.

B. Pursuant to the parties' recorded access and arbitration agreement, the parties desire to confirm and clarify the maintenance responsibilities of **Property Owners** and **Condominium Owners**, and their membership organizations, over the above portion of Mission Way that runs through the real property of **Condominium Owners**. **Condominium Owners** and **Property Owners** also believe that continuation of this agreement is desirable to assure the ongoing shared maintenance and repair responsibility over the Mission Way thoroughfare and infrastructure from Douglas Lane to the parties' adjacent boundary line along the established Mission Way roadway.

ACCESS EASEMENT/PROPORTIONATE SHARE OF MAINTENANCE COSTS:

1. With respect to the private access easement for ingress and egress created by the parties' recorded access agreement, and as long as the private roads remain private, **Condominium Owners** and **Property Owners** agree to work cooperatively through this agreement to assure access, maintenance and repair of that portion of Mission Way which traverses from the public right of way at Douglas Lane through the subdivision of **Condominium Owners**. **Condominium Owners** and **Property Owners**, through this agreement, shall be mutually responsible for the maintenance and repair of the referenced portion of the Mission Way thoroughfare that runs through Condominium Owner's real property to assure that the roadway is kept in good condition and repair. The parties agree and confirm that the costs of such maintenance and repair shall be divided between **Condominium Owners** and **Property Owners** so that the share of such costs allocated to the **Condominium Owners** and **Property Owners** equals a fraction in which the numerator is the number of condominium units in the **Mission Hills Condominiums** subdivision, and the denominator is the total computed by adding the number of units in the **Mission Hills Condominiums** and the number of lots in the **Mission Hills Subdivision**. The parties agree that with respect to the shared cost of maintenance and repair of the Mission Way thoroughfare pursuant to the above calculation, the **Mission Hills Condominiums** is and shall be responsible for 57% of the maintenance and repair costs for Mission Way and the **Mission Hills Subdivision** is and shall be responsible for 43% of the maintenance costs for the Mission Way thoroughfare.

MAINTENANCE DEFINITION AND SCOPE UNDER RECORDED ACCESS EASEMENT

2. The parties agree that maintenance and repair responsibility shall include and encompass preventive maintenance and repair of the Mission Way road, its asphalt surface and subgrade foundation, the cement curbs, and any portion of the roadway shoulder along the designated Mission Way roadway that provides support and structure to the roadway surface. The parties further agree that maintenance responsibility shall include crack repair and filling, periodic chip sealing and sealcoating, pot hole and surface repair as needed, and snow removal. The parties affirm their intent and historical practice to work cooperatively and collaboratively

together pursuant to this agreement to assure maintenance of the road through mutually beneficial discussions and joint use of service and repair contractors. The parties through this agreement will work together to select and employ third party contractors and **Condominium Owners** shall be responsible for contacting and contracting for agreed upon maintenance, snow removal and repair services for Mission Way for the mutual benefit of both associations. Both **Condominium Owners** and **Property Owners** will work collaboratively to assure mutual participation in the decision making as it relates to maintenance and repair work performed on the Mission Way road, however, Mission Hills **Condominium Owners** remain ultimately responsible for the maintenance, repair and replacement of the common portion of Mission Way.

MISSION WAY ROAD ACCESS AND MAINTENANCE COMMITTEE AND RESPONSIBILITY

3. Consistent with the terms of the access and arbitration agreement recorded on July 13, 1989, in Book 2165, page 150, of the records of the Yavapai County Recorder, and consistent with the parties' historical work together respecting Mission Way road maintenance and repair, **Condominium Owners** and **Property Owners** shall continue to establish and maintain a road maintenance and repair Committee consisting of not fewer than four or more than six members, with half of the members being selected by each Association to serve for annual terms. The size of the Committee may be expanded or contracted from time to time as determined by the committee members by majority vote supported by a corresponding resolution from each association.

4. The Committee shall meet at least once annually and as necessary to discuss roadway maintenance matters and expenses relating to the maintenance of the Mission Way roadway and shall also review with each other expected expense, funding and capitalization of both present and future roadway maintenance in the subdivisions.


5. The parties agree that **Condominium Owners**, subject to the provisions of this agreement, shall be primarily responsible for arranging maintenance services discussed and agreed to under this agreement for that portion of Mission Way which passes from Douglas Lane through its property to the subdivisions' adjoining boundary line. In arranging for such services and following their completion thereof, **Condominium Owners** shall provide **Property Owners** with a bill or invoice or request for payment for **Property Owner's** proportionate share of roadway maintenance expenses within 15 days following delivery of the bill with a reasonable explanation of services and costs incurred. **Property Owners** shall pay their proportionate share of the roadway expense within 30 days and sums due hereunder which are not paid when due shall bear interest from the due date until paid at the prime rate plus 2%.

This addendum shall run with and be appurtenant to the land and every part thereof and shall inure to the benefit of **Condominium Owners** and **Property Owners**, and to their heirs, personal representatives, successors and assigns.

**CERTIFICATION OF ADOPTION
OF ADDENDUM TO ROAD ACCESS AND ARBITRATION AGREEMENT**

I, Bruce Klein, the duly elected Secretary of the Mission Hills Homeowners Association, hereby certifies that the above ADDENDUM was approved by the Condominium Owners and the Property Owners and adopted TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MISSION HILLS SUBDIVISION on 2ND day of APRIL, 2025 and recorded on the 4TH day of APRIL, 2025 in the official records of Yavapai County, Arizona) and that this Addendum to Declaration now constitute the **ADDENDUM TO ROAD ACCESS AND ARBITRATION AGREEMENT**.

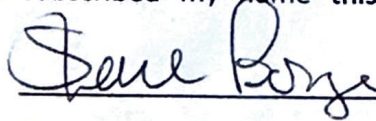
IN WITNESS WHEREOF, I have hereunto subscribed my name this 2 day of April, 2025.



Bruce Klein, Secretary
Mission Hills Homeowners Association
an Arizona not-for-profit corporation

I, Steve Borge, the duly elected President of the Mission Hills Homeowners Association, hereby certifies that the above ADDENDUM was approved by the Condominium Owners and the Property Owners and adopted TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MISSION HILLS SUBDIVISION on 2ND day of APRIL, 2025 and recorded on the 4TH day of APRIL, 2025 in the official records of Yavapai County, Arizona) and that this Addendum to Declaration now constitute the **ADDENDUM TO ROAD ACCESS AND ARBITRATION AGREEMENT**.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 2ND day of April, 2025.



Steve Borge, President
Mission Hills Homeowners Association
an Arizona not-for-profit corporation

I, Kimberly Stiller, the duly elected Secretary of the Mission Hills Property Owners Association, hereby certifies that the above ADDENDUM was approved by the Condominium Owners and the Property Owners and adopted TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MISSION HILLS SUBDIVISION on 7TH day of MARCH, 2025 and recorded on the 4TH day of APRIL, 2025 in the official records of Yavapai County, Arizona) and that this Addendum to Declaration now constitute the **ADDENDUM TO ROAD ACCESS AND ARBITRATION AGREEMENT**.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 7th day of MARCH, 2025.



Kimberly Stiller, Secretary
Mission Hills Property Owners Association
an Arizona not-for-profit corporation

I, John Shirley, the duly elected President of the Mission Hills Property Owners Association, hereby certifies that the above ADDENDUM was approved by the Condominium Owners and the Property Owners and adopted TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MISSION HILLS SUBDIVISION on 7TH day of MARCH, 2025 and recorded on the 4TH day of APRIL, 2025 in the official records of Yavapai County, Arizona) and that this Addendum to Declaration now constitute the **ADDENDUM TO ROAD ACCESS AND ARBITRATION AGREEMENT**.

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John Shirley, President
Mission Hills Property Owners Association
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