

When recorded, mail to:

Donald E. Dyekman, Esq.  
Dickinson Wright PLLC  
1850 North Central Avenue, Suite 1400  
Phoenix, Arizona 85004

**FIRST AMENDMENT TO  
AMENDED AND RESTATED DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SEDONA RANCH ON OAK CREEK**

This First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sedona Ranch on Oak Creek (this "**First Amendment**") is made as of this 14 day of March, 2017, by Sedona Ranch on Oak Creek Association, an Arizona nonprofit corporation (the "**Association**").

**RECITALS**

A. An Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sedona Ranch on Oak Creek (the "**Declaration**") was recorded in Document No. 2016-0054838, in the records of the County Recorder of Yavapai County, Arizona, to establish a general plan for the development and use of the planned community known as Sedona Ranch on Oak Creek.

B. Unless otherwise defined in this First Amendment, each capitalized term used in this First Amendment shall have the meaning given to such term in the Declaration.

C. Section 11.3 of the Declaration provides that the Declaration may be amended at any time by the affirmative vote of Owners holding not less than two-thirds (2/3) of the votes in the Association. Section 11.3 further provides that any amendment to the Declaration must be approved in writing by the Declarant if the Declarant owns any Lot at the time of the amendment. La Merra Holdings, LLC, a Delaware limited liability company ("**La Merra Holdings**") is the Declarant under the Declaration and holds two-thirds (2/3) or more of the votes in the Association. As evidenced by the Consent of Declarant attached hereto, La Merra Holdings has consented to and voted in favor of this First Amendment.

**AMENDMENT**

**NOW, THEREFORE**, the Declaration is amended as follows:

1. The definition of "Common Area" set forth in Article 1 of the Declaration is amended in its entirety to read as follows:

**"Common Area"** means: (a) Tracts A, B, C, D and G , Sedona Ranch on Oak Creek, according to the plat recorded in Document No. 2016-0054832, as amended by the Re-Plat of Final Plat of Sedona Ranch on Oak Creek recorded in Document No. 2017-0014925 , in the records of the County Recorder of Yavapai County, Arizona; (b) any real property identified as Common Area in a Declaration of Annexation recorded pursuant to Section 2.3; (c) any real property conveyed to the Association by or with the approval of the Declarant which is designated as Common Area in the deed; and (d) all land, together with all Improvements situated thereon, which the Association at any time owns in fee or in which the Association has a leasehold interest for as long as the Association is the owner of the fee or leasehold interest, except that Common Area shall not include any Lot the Association acquires by the foreclosure of the Assessment Lien or any deed in lieu of foreclosure.

2. The definition of "Declarant Control Period" set forth in Article 1 of the Declaration is amended in its entirety to read as follows:

**"Declarant Control Period"** means the period commencing upon the Recording of this Declaration and ending on the earlier of (a) the date that the Declarant no longer owns or has an option to purchase any Lot or Tract H or (b) the date specified in a written notice from the Declarant to the Board as the date that the Declarant Control Period will terminate.

3. The definition of "Plat" set forth in Article 1 of the Declaration is amended in its entirety to read as follows:

**"Plat"** means, individually and collectively, (a) the plat of Sedona Ranch on Oak Creek recorded in Document No. 2016-0054832, in the records of the County Recorder of Yavapai County, Arizona, as amended by the Re-Plat of Final Plat of Sedona Ranch on Oak Creek recorded in Document No. 2017-0014925, in the records of the County Recorder of Yavapai County, Arizona, and all amendments, supplements and corrections thereto; and (b) any subdivision plat recorded against any real property which is annexed and subjected to this Declaration pursuant to Section 2.3, and all amendments, supplements and corrections thereto.

4. The following defined terms are added to Article 1 of the Declaration:

**"Irrigation Easement"** means the Irrigation Easement shown on the Plat and which encumbers portions of Lots 1 through 11, inclusive.

**“Irrigation Easement Lots”** means Lots 1 through 11, inclusive, as shown on the Plat.

**“Red Rock Ditch Association”** means the Red Rock Ditch Association, Inc., an Arizona nonprofit corporation, and its successors and assigns.

**“Tract H”** means the real property identified on the Plat as Tract H.

**“Tract H Owner”** means the record owner, whether one or more Persons, of beneficial or equitable title (and legal title if the same has merged with the beneficial or equitable title) to the fee simple interest of Tract H. Owner shall not include Persons having an interest in a Tract H merely as security for the performance of an obligation or a Lessee. The record owner of fee title to Tract H subject to an option to purchase shall be the Owner of Tract H until the option is exercised and fee title to Tract H is conveyed to the optionee. Owner shall include a purchaser under a Recorded contract for the conveyance of real property subject to the provisions of A.R.S. § 33-741, *et. seq.* Owner shall not include a purchaser under a purchase contract and receipt, escrow instructions or similar executory contracts which are intended to control the rights and obligations of the parties to the executory contracts pending the closing of a sale or purchase transaction. In the case Tract H is subject to a deed of trust pursuant to Arizona Revised Statutes, Section 33-801, *et seq.*, the Trustor shall be deemed to be the Tract H Owner. If fee simple title to Tract H is vested in a trustee pursuant to a subdivision trust agreement or similar agreement, the beneficiary of any such trust who is entitled to possession of the Tract H shall be deemed to be the Owner.

5. Section 2.7 of the Declaration is amended in its entirety to read as follows:

An Owner of a Lot shall automatically, upon becoming the Owner of a Lot, become a social member of that certain golf club located at 755 Golf Course Way, Sedona, Arizona, and commonly known as the Seven Canyons Golf Club (the “Golf Club”) and shall remain a member of the Golf Club until the Owner’s ownership of the Lot ceases for any reason, at which time the Owner’s social membership in the Golf Club shall automatically cease. By accepting title to a Lot, each Owner agrees to abide by the rules and regulations of the Golf Club and to execute any membership agreement required by the Golf Club. The dues for the social memberships of the Owners of the Lots shall be billed to the Association and shall be a Common Expense. By becoming a social member of the Golf Club, an Owner does not acquire any ownership or other interest in the Golf Club other than the right to use the facilities of the Golf Club that are available for use by social members in accordance with the rules and regulations of the Golf Club. An Owner may acquire a golf membership in the Golf Club, in which event (i) the dues for such golf membership shall

be charged directly to such Owner, (ii) the Association thereafter shall not be charged the dues for a social membership for such Owner, and (iii) and the Assessment charged to the Lot owned by such Owner shall not include any portion of the Common Expenses related to dues for social memberships for so long as such Owner is a golf member in the Golf Club.

6. The following Section 2.8 is added at the end of Article 2 of the Declaration:

**2.8 Tract H.** Tract H shall not be a part of the Common Area. Tract H may be developed by the Declarant or its successors in title to Tract H in any manner approved by the County. No Owner shall have any right, title or interest in or to Tract H, except as expressly granted by the Tract H Owner. The Tract H Owner shall be a Member of the Association, but no Assessments or other charges shall be levied against Tract H by the Association. In the event of any conflict or inconsistency between the Plat and this Declaration with respect to the ownership or use of Tract H, this Declaration shall control.

7. The introductory clause of Section 5.1(a) of the Declaration is amended in its entirety to read as follows:

Every Owner and Resident and their guests and the owner of Tract H and its guests shall have a right and easement of enjoyment in and to the Common Area, which right shall be appurtenant to and shall pass with the title to every Lot, subject to:

8. Section 5.1(a)(2) of the Declaration is amended in its entirety to read as follows:

(2) The right of the Board to adopt rules, regulations or policies regulating the use of the Common Area including rules, regulations and policies restricting or prohibiting access to such portions of the Common Area (such as landscaped areas) not intended for use by the Owners, Lessees or Residents or other Persons. The Association Rules shall not limit or restrict access by guests of an Owner or Resident or by the guests of the owner of Tract H.

9. Section 5.1(a)(8) of the Declaration is amended in its entirety to read as follows:

(8) The rights and easements, if any, reserved or granted to the Declarant or any other Person in the deed conveying the Common Area to the Association or any other Recorded instrument executed by the Declarant.

10. Section 5.1(c) of the Declaration is amended in its entirety to read as follows:

(c) The right of easement and enjoyment of the Common Area created and granted by Section 5.1(a) is appurtenant to each Lot and Tract H and shall not be transferred or assigned except to the Person who purchases or otherwise acquires title to a Lot or Tract H.

11. The following Subsection (d) is added at the end of Section 5.1 of the Declaration:

(d) The Declarant reserves the right to grant easements or licenses for the use of all or any part of the Common Area to Persons who do not own or have any interest in a Lot including, without limitation, the members of the Golf Club (as defined in Section 2.7) and their guests.

12. The following sentence is added at the end of Section 5.10 of the Declaration:

The Declarant reserves the right to grant easements or licenses for the use of the Native Area by Persons who do not own or have any interest in a Lot including, without limitation, the members of the Golf Club (as defined in Section 2.7) and their guests.

13. Section 5.11(c) of the Declaration is amended in its entirety to read as follows:

A perpetual, non-exclusive easement is created and granted to the Owners, Lessees and Residents and their guests for the use of the Community Lake subject to such rules and regulations as may be adopted from time to time by the Board. A perpetual, non-exclusive easement is created and granted to the Owners, Lessees and Residents and their guests over, upon and across such part of Tract H as may be designated from time to time by the Tract H Owner to provide access to and from Loy Lane and the Community Lake. The Declarant reserves the right to grant easements or licenses for the use of the Community Lake and for access across Tract H to the Community Lake by Persons who do not own or have any interest in a Lot including, without limitation, the members of the Golf Club (as defined in Section 2.7) and their guests. The principal purpose of the Community Lake is to store irrigation water.

14. Sections 5.12(a) and 5.12(b) are amended in their entirety to read as follows:

(a) A perpetual, non-exclusive easement for pedestrian and vehicular ingress and egress is created and granted over, upon and across the portions of Lots 36, 37 and 38 shown on the Plat as Ingress/Egress Easement #2 for the use and benefit of the Owners, Lessees and Residents of Lots 36, 37 and 38 and their guests. No Motor Vehicles shall be parked on the easement area which would interfere with the exercise of the easement created and granted by this Section 5.12(a). The easement created and granted by this Section 5.12(a) does not permit the parking of

Motor Vehicles by the Owners, Lessees or Residents of Lots 36, 37 or 38 on any portion of the easement area located on another Lot.

(b) A perpetual, non-exclusive easement for pedestrian and vehicular ingress and egress is created and granted over, upon and across the portions of Lots 18 and 19 shown on the Plat as Ingress/Egress Easement #1 for the use and benefit of the Owners, Lessees and Residents of Lots 17, 18 and 19 and their guests. No Motor Vehicles shall be parked on the easement area which would interfere with the exercise of the easement created and granted by this Section 5.12(b). The easement created and granted by this Section 5.12(b) does not permit the parking of Motor Vehicles by the Owners, Lessees or Residents of Lots 18 or 19 on any portion of the easement area located on another Lot.

15. Section 6.6 of the Declaration is amended in its entirety to read as follows:

The members of the Association shall be the Owners of the Lots and the Tract H Owner. All Owners of Lots and the Tract H Owner shall be mandatory members of the Association. An Owner of a Lot and the Tract H Owner shall automatically, upon becoming the Owner thereof, be a member of the Association and shall remain a member of the Association until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease.

16. Section 6.7 of the Declaration is amended in its entirety to read as follows:

The Association shall have the following two classes of voting membership:

**Class A.** Class A members are all Owners, with the exception of the Declarant until the termination of the Class B membership, of Lots and the Tract H Owner. Each Class A member who is an Owner shall be entitled to one (1) vote for each Lot owned. The Tract H Owner shall be entitled to one (1) vote. If the Declarant still owns one or more Lots or Tract H after the termination of the Class B membership, the Declarant shall become a Class A member and shall be entitled to one (1) vote for each Lot owned and one (1) vote for Tract H.

**Class B.** The Class B member shall be the Declarant. The Declarant shall be entitled to three (3) votes for each Lot owned and three (3) votes for Tract H if the Declarant owns Tract H. The Class B membership shall terminate upon the earlier of (a) the date that the Declarant no longer owns or has an option to purchase any Lot or Tract H, or (b) the date on which the Declarant notifies the Association in writing that the Declarant is relinquishing its Class B membership. If the Declarant relinquishes its Class B membership and the Declarant still owns or has an option to purchase one or more Lots or Tract H, the Declarant shall become a Class

A member and shall remain a Class A member so long as the Declarant owns or has an option to purchase any Lot or Tract H.

17. The provisions of Sections 6.9 and 6.10 shall apply to Tract H in addition to the  
Lots,

18. The following Subsection (d) is added at the end of Section 7.2 of the  
Declaration:

(d) The Association shall pay all dues, assessments and other charges payable to the Red Rock Ditch Association with respect to the Irrigation Easement. All such dues, assessments and charges shall be assessed by the Association in equal amounts solely against the Irrigation Easement Lots. Assessments levied by the Association pursuant to this Section 7.2(d) shall be paid at such times and in such installments as are fixed by the Board.

19. Exhibit A of the Declaration is amended in its entirety to read as follows:

Lots 1 through 45 and Tracts A, B, C, D, G and H, Sedona Ranch on Oak Creek, according to the plat recorded in Document No. 2016-0054832, as amended by the Re-Plat of Final Plat of Sedona Ranch on Oak Creek recorded in Document No. 2017-0014925, records of the County Recorder of Yavapai County, Arizona.

20. Except as expressly amended by this First Amendment, the Declaration shall remain unchanged and in full force and effect. In the event of any conflict or inconsistency between the provisions of this First Amendment and the Declaration, this First Amendment shall control.

Signature of the Association appears on the following page.

**SEDONA RANCH ON OAK CREEK  
ASSOCIATION, an Arizona nonprofit corporation**

By: Michael B. King

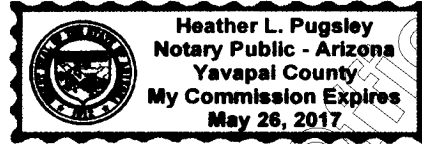
Its: Signature

STATE OF ARIZONA )  
                          Yavapai ) ss.  
COUNTY OF ~~MARICOPA~~ )

The foregoing instrument was acknowledged before me this 14 day of March, 2017, by Michael B. King, the Signature of Sedona Ranch on Oak Creek Association, an Arizona nonprofit corporation, on behalf of the corporation.

Heather L. Pugsley  
Notary Public

My Commission Expires:  
May 26, 2017





**CONSENT OF DECLARANT**

La Merra Holdings, LLC, a Delaware limited liability company, hereby votes for and approves the foregoing First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sedona Ranch on Oak Creek.

Dated this 14 day of March, 2017.

**LA MERRA HOLDINGS, LLC, a  
Delaware limited liability company**

By: [Signature]

Name: Michael Benjamin Gray

Title: Signatory

State of Arizona )  
Yavapai ) ss.  
County of ~~Maricopa~~ )

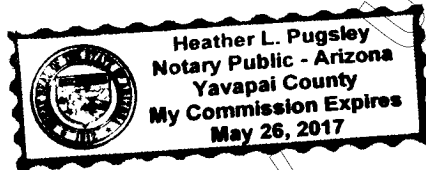
The foregoing instrument was acknowledged before me this 14 day of March, 2017, by William B. Gerig, the Signatory of La Merra Holdings, LLC, a Delaware limited liability company, on behalf of the company.

[Signature]

Notary Public

My Commission Expires:

May 26, 2017



**CONSENT OF LOT OWNER**

The undersigned, as the owners of Lot 11 of Sedona Ranch on Oak Creek, hereby vote for and approve the foregoing First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sedona Ranch on Oak Creek.

Dated this 9<sup>TH</sup> day of MARCH, 2017.

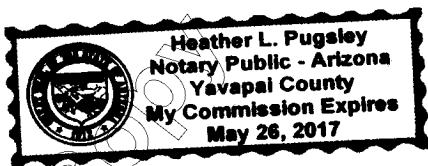
Melinda Andrea, Trustee  
Melissa C. Andrea, as Trustee of the  
Melissa C. Andrea Revocable Trust dated  
December 9, 1997  
SIGNING FOR JUDY L. ELLICKSON, TRUST  
Melinda Andrea POA  
Judy L. Ellickson, as Trustee of the Judy  
L. Ellickson Trust dated December 9,  
1997

State of Arizona )  
 ) ss.  
County of Yavapai )

The foregoing instrument was acknowledged before me this 9 day of March, 2017, by Melissa C. Andrea, Trustee of the Melissa C. Andrea Revocable Trust dated December 9, 1997..

Heather L. Pugsley  
Notary Public

My Commission Expires:

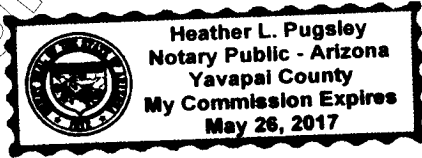


State of Arizona )  
 ) ss.  
County of Yavapai

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of March, 2017, by Judy L. Ellickson, Trustee of the Judy L. Ellickson Trust dated December 9, 1997.

Heather L. Pugsley  
Notary Public

My Commission Expires:




**Description of Document**  
(to be completed by notary)

Document Title: 1st Amendment to Amended Restated CC&R's for Sedona Ranch  
Between: Sedona Ranch on Oak Creek  
and not Owner  
Dated 3/9/17, consisting of 16 pages, including covers, tables of contents and signature and notary pages, but not including attachments, schedules or exhibits.

CONSENT OF LOT OWNER

The undersigned, as the owners of Lot 1 of Sedona Ranch on Oak Creek, hereby vote for and approve the foregoing First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sedona Ranch on Oak Creek.

Dated this 14 day of March, 2017.

  
\_\_\_\_\_  
Mark R. Grenoble

  
\_\_\_\_\_  
David A. Bisbee

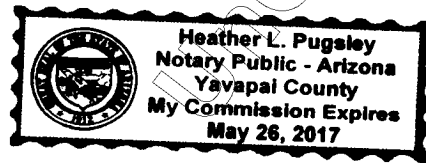
  
\_\_\_\_\_  
Michael Rabasca

State of Arizona )  
) ss.  
County of Yavapai )

The foregoing instrument was acknowledged before me this 14 day of March, 2017, by Mark R. Grenoble.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

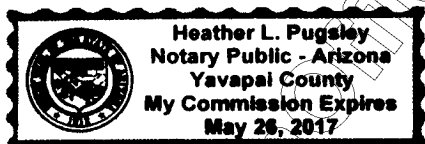


State of Arizona )  
) ss.  
County of Yavapai )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of March, 2017, by David A. Bisbee.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:



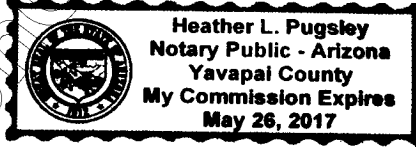
State of Arizona )  
) ss.  
County of Yavapai )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of March, 2017, by Michael Rabasca.

Heather L. Pugsley

Notary Public

My Commission Expires:



**Description of Document  
(to be completed by notary)**

Document Title: 1st Amended CCR's for Sedona Ranch on Oak Creek  
Between: Owners of Lot 1  
and The Association

Dated 3/14/17, consisting of 13 pages, including covers, tables of contents and signature and notary pages, but not including attachments, schedules or exhibits.