



When recorded, mail to:

La Merra Holdings, LLC
625 Golf Club Way
Sedona, Arizona 86336

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

This Fourth Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sedona Ranch on Oak Creek (this "**Fourth Amendment**") is made as of this 2 day of February, 2022, by Sedona Ranch on Oak Creek Homeowners 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 was recorded in Document No. 2016-0054838, in the records of the County Recorder of Yavapai County, Arizona; and was later amended by a First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sedona Ranch on Oak Creek (the "**First Amendment**"), recorded in Document no. 2017-0014927 in the records of the County Recorder of Yavapai County, Arizona (the "**Official Records**"); and was further later amended by a Second Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sedona Ranch on Oak Creek (the "**Second Amendment**"), recorded as Document no. 2017-0047350 in the Official Records; and was further later amended by a Third Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sedona Ranch on Oak Creek (the "**Third Amendment**"), recorded as Document 2018-0020268 in the Official Records (all of the foregoing, collectively, the "**Declaration**"). The Declaration establishes 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 Fourth Amendment, each capitalized term used in this Fourth 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 Fourth Amendment.

AMENDMENT

NOW, THEREFORE, the Declaration is amended as follows:

1. The definition of “**Lot**” set forth in Article 1 of the Declaration is amended in its entirety to read as follows:

“**Lot**” means a parcel of land within the Project, whether improved or unimproved, intended for independent ownership and use and designated as a “**Lot**” or designated as “**Tract H**” on the Plat, and any Residence, building, structure or other Improvement situated thereon.

2. 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, F and G, Sedona Ranch on Oak Creek, according to the Plat; (b) any real property identified as Common Area in a Declaration of Annexation recorded pursuant to Section 2.3; and (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.

3. Section 2.7 of the Declaration is deleted in its entirety.

4. Section 2.8 of the Declaration is amended in its entirety to read as follows:

2.8 Tract H. Tract H is not part of the Common Area but rather is a “**Lot**” as defined in this Declaration for all purposes. 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 may expressly granted by this Declaration or by the Tract H Owner in its sole and absolute discretion. The Tract H Owner shall be a Member of the Association and will pay Assessments and other charges as levied against an Owner. The Tract H Owner (without limiting the Tract H Owner’s rights and obligations as an Owner arising under any other provision of the Declaration) expressly acknowledges and confirms its obligations to the Association under Section 5.9 respecting an easement for maintenance and enforcement, under

Section 5.10 respecting the Trail Easement, and under Section 5.11(c) respecting the Lake Easement; and the Association (without limiting the Association's rights and obligations arising under any other provision of the Declaration) acknowledges and confirms its obligations to the Tract H Owner, as an Owner, with respect to Article 9 of the Declaration.

5. Section 5.1(d) of the Declaration is deleted in its entirety.
6. Section 5.10 of the Declaration is amended in its entirety to read as follows:

5.10 Trail Easement. A perpetual, non-exclusive easement for pedestrian access and use (the "**Trail Easement**") is created and granted over the Native Area to create a walking path to, through and along the banks and waters of Oak Creek. The Trail Easement shall be for the benefit of the Owners, Lessees and Residents and their guests, and for the benefit of the Declarant and the Builder and their members, managers, employees, agents and contractors. The Declarant shall have the right to determine the location of the Trail Easement, and the Declarant reserves an easement over, upon and across the Lots for the purpose of constructing improvements on the Trail Easement. The exact location of the Trail Easement on each Lot has not yet been determined. The Declarant may unilaterally amend this Declaration to identify and describe the location of the Trail Easement on each Lot once the location has been determined. The Association shall be responsible for the Maintenance of the Trail Easement.

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

(c) 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 (the "**Lake Easement**"). 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 principal purpose of the Community Lake is to store irrigation water.

8. The Association hereby confirms that (a) the SSLH License Agreement (as defined in the Second Amendment) has been terminated, and that SSLH (and its Members (as defined in the SSLH License Agreement) have no further right or interest in and to the License Area (as defined in the SSLH License Agreement) from and after February 28, 2022; and that (b) the Association License Agreement (as defined in the Second Amendment) has been terminated and is of no further force and effect, and that the Association and its Members (as defined in the Association License Agreement) have no right to enter onto or use any portion of Tract H for the purposes described in the Association License Agreement.

9. Except as expressly amended by this Fourth Amendment, the Declaration (as previously amended by the First Amendment, by the Second Amendment and by the Third Amendment) remains unchanged and in full force and effect. In the event of any conflict or

inconsistency between the provisions of this Fourth Amendment and the Declaration, this Fourth Amendment shall control.

10. Because of a scrivener's error, the Association inadvertently was named in the First Amendment, the Second Amendment and the Third Amendment as Sedona Ranch on Oak Creek Association. The Association's correct name is Sedona Ranch on Oak Creek Homeowners Association, as reflected in the official records of the Arizona Corporation Commission.

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

By: *Michael Benjamin Gerig*
Name: Michael Benjamin Gerig
Its: President and Authorized Signatory

State of Arizona)
County of Yavapai) ss.

The foregoing Fourth Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sedona Ranch on Oak Creek was acknowledged before me this 2 day of February, 2022, by Michael Benjamin Gerig, the President of and authorized signatory for Sedona Ranch on Oak Creek Homeowners Association, an Arizona nonprofit corporation, on behalf of the corporation.

Heather Pugsley
Notary Public

My Commission Expires: May 26, 2025



