



WHEN RECORDED RETURN TO:

Cross Creek Ranch HOA
c/o Hoamco
35 Bell Rock Plaza, Ste. A
Sedona, AZ 86351

**THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
CROSS CREEK RANCH**

This Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Cross Creek Ranch (the "Amendment") is made as of this 24 day of February 2021, by the Cross Creek Ranch Community Association, an Arizona nonprofit corporation (the "Association").

RECITALS

A. A Declaration of Covenants, Conditions and Restrictions for Cross Creek Ranch was recorded on July 1, 2003 at instrument no. 3599928, book 4047, page 427 in the office of the Yavapai County Recorder (the "Original Declaration").

B. A First Amendment to the Declaration of Covenants, Conditions and Restrictions for Cross Creek Ranch was recorded on October 29, 2009 at instrument no. 4352722, book 4703, page 874 in the office of the Yavapai County Recorder (the "First Amendment").

C. A Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Cross Creek Ranch was recorded on October 29, 2009 at instrument no. 4352723, book 4703, page 875 in the office of the Yavapai County Recorder (the "Second Amendment") (the Original Declaration, First Amendment, and Second Amendment collectively referred to herein as the "Declaration").

D. This Amendment was adopted and approved by Owners representing not less than seventy-five (75%) of the votes in the Association as required in Section 9.3 of the Declaration and pursuant to A.R.S. §33-1817(A)(1).

E. Except as expressly amended by this Amendment, the Declaration shall remain in full force and effect. In the event of any conflict or inconsistency between this Amendment and the Declaration, this Amendment shall prevail. Unless otherwise defined herein, each capitalized term used in this Amendment shall have the meaning given to such term in the Declaration.

AMENDMENT

NOW, THEREFORE, the Declaration is amended as follows:

1. **Section 1.6 shall be deleted from the Declaration in its entirety and replaced with following:**

1.6 “Assessment” means an Annual Assessment, Water Company Assessment, Internet Assessment or a Special Assessment.

2. **Sections 1.46 and 1.47 shall be added to the Declaration as follows:**

1.46 “Internet Assessment” means a Lot’s share of any rate, fee, cost or charge payable by the Association pursuant to an Internet Service Agreement as provided in Sections 5.15 and 6.18 of this Declaration.

1.47 “Internet Service Agreement” means any agreement between the Association and an internet service provider pursuant to which the internet service provider would provide fiber optic or equivalent internet services to either the Association for allocation to the Lots within the Property or directly to the Lots.

3. **Section 5.15 shall be added to the Declaration as follows:**

5.15 Provision of Services; Internet Service Agreements. The Association may enter into and amend Internet Service Agreements with internet service providers to provide fiber optic or equivalent internet services and facilities to Owners, Residents and Lessees. The Association shall be authorized to charge fees (“Internet Assessments”) for internet services and facilities made available to Lots as set forth in Section 6.18.

4. **Section 6.9 shall be deleted from the Declaration in its entirety and replaced with following:**

6.9 Rules Regarding Billing and Collection Procedures. Annual Assessments shall be collected on a monthly or quarterly basis or such other basis as may be selected by the Board. Special Assessments, Water Company Assessments and Internet Assessments may be collected as specified by the Board. The Board shall have the right to adopt rules and regulations setting forth procedures for the purpose of making Assessments and for the billing and collection of the Assessments provided that the procedures are not inconsistent with the provisions of this Declaration. The failure of the Association to send a bill to a Member shall not relieve any Member of his liability for any Assessment or charge under this Declaration, but the Assessment Lien therefor shall not be foreclosed until the Member has been given not less than thirty (30) days written notice prior to such foreclosure that the Assessment or any installation thereof is

or will be due and of the amount owing. Such notice may be given at any time prior to or after delinquency of such payment. The Association shall be under no duty to refund any payments received by it even though the ownership of a Lot changes during an Assessment Period but successor Owners of Lots shall be given credit for prepayments, on a prorated basis, made by prior Owners.

5. Section 6.18 shall be added to the Declaration as follows:

6.18 Internet Assessment.

6.18.1 In order to provide funds for the Association to pay its obligations under any Internet Service Agreement, the Board, shall assess against each Lot an Internet Assessment. The amount and method of allocation of any Internet Assessment shall be established by the Board in the Board's sole discretion. Internet Assessments shall be levied against all Lots to which an Internet Service Agreement applies.

6.18.2 The Internet Assessment levied against a Lot by the Association shall not be included in such Lot's Annual Assessment but shall be separately billed by the Association. Any increase in the amount of any Internet Assessment pursuant to any Internet Services Agreement shall not be included in calculating the increase in the amount of the Annual Assessment hereunder, it being acknowledged that, although the Internet Assessments are collected by the Association along with the Annual Assessment to ensure the availability of the necessary funds to pay the Association's obligations under the Internet Service Agreements, the Association has no control over increases in the rates, fees, costs and charges imposed on the Association by the internet service provider.

6.18.3 The Internet Assessment funds collected by the Association from each Owner will be utilized by the Association to compensate the internet service provider under the terms of an Internet Services Agreement. No Owner of a Lot shall be entitled to avoid or withhold payment of Internet Assessment under this Section, whether on the basis that such Owner does not use, accept or otherwise benefit from the services provided under the Internet Services Agreement or otherwise. In the event Internet Assessment funds collected by the Association are not sufficient to fully compensate the internet service provider, the Association may utilize other Association revenues and funds to meet its obligations under any Internet Services Agreement.

[Signature page follows]

CERTIFICATION

The undersigned executes this Amendment for the purpose of certifying that the Amendment was adopted and approved by Owners representing not less than seventy-five (75%) of the votes in the Association as required in Section 9.3 of the Declaration and pursuant to A.R.S. §33-1817(A)(1).

Cross Creek Ranch Community Association,
an Arizona nonprofit corporation

By: 

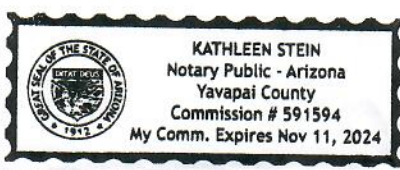
Name: Greg Chambers


Its: President

Dated: Feb 24, 2021

State of Arizona)
) ss.
County of Yavapai)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 24 day of February, 2021, by Gregory Chambers, the President of Cross Creek Ranch Community Association, an Arizona nonprofit corporation, for and on behalf of the corporation.




Notary Public