Unofficial 20 Document

Upon recording, please return to:

601

mo.

Ryan Muzzarelli SRM Arizona Development 1817 N. 3rd Street Suite S-100 Phoenix, AZ 85004

60-

FIRST AMENDMENT TO
RESTATED AND FIRST AMENDED
DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

CORONADO COMMONS

THIS FIRST AMENDMENT to the RESTATED AND FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CORONADO COMMONS, is made effective the date of its recording by SRM I- Phoenix, LLC, an Arizona Limited Liability Company (herein the "Declarant").

WHEREAS, that certain RESTATED AND FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CORONADO COMMONS (herein the "Declaration") was recorded September 8, 2014, at Recording No. 2014-593821, of the records of the Maricopa County Recorder, State of Arizona, covering that certain real property described in Exhibit "A" hereof;

WHEREAS, the Declarants Rights under the Declaration were assigned to the Declarant herein by that certain Assignment and Assumption of Declarant's Rights recorded September 8, 2014, at Recording No. 2014-593822, records of the Maricopa County Recorder, State of Arizona;

WHEREAS, the Declarant herein, having the authority so to do, wishes to amend the Declaration as set forth herein;

NOW, THEREFORE, the Declarant hereby exercises it rights to amend the Declaration as follows:

Article III, Section 3.1, of the Declaration deleted in its entirety and is amended as follows:

Article III Maintenance and Repair of Units.

3.1. Maintenance of Units.

Each Owner shall be responsible for maintenance, repair and (a) replacement of all portions of the interior of his or her Unit as necessary to keep it in good order and repair, and in a neat, clean, and attractive condition consistent with Restrictions and Rules. Such maintenance responsibility shall include, but shall not be limited to maintaining, repairing and replacing, as necessary, of all pipes, lines, wires, conduits, or other apparatus which serve only the Unit located wholly within the Unit boundaries (including all utility lines serving only the The Association shall be responsible for maintaining, repairing and replacing, as necessary, all such apparatus located outside the Unit. Association shall be responsible for the water lines to the water meter or water sub-meter serving each Unit. The Association shall be responsible for the sewer lines to the boundary of the Unit. The Owner shall be responsible for the water lines from the water meter or water sub-meter serving each Unit. The Owner shall be responsible for the sewer lines under the boundaries of the Unit. The Owner shall also be responsible for all meters and electric panels serving only their own Unit.

(b) The Association shall be responsible for:

- (i) painting of the exterior surfaces of each Unit, including the exterior painted surfaces of windows and window frames, doors and door frames (including garage doors), and any shutters, eaves, fascia, gutters and downspouts on the exterior of such Unit;
- (ii) maintaining, repairing, and replacing, as necessary, and pressure cleaning all sidewalks and driveways, including the paved portion of the Unit adjacent to the garage of each Unit;
- (iii) maintaining, repairing, and replacing, as necessary, any irrigation equipment (including, without limitation, any sprinklers, pumps, wells, water lines, and time clocks, wherever located) serving the front yards of Units, except that the Association shall have no responsibility for any sprinklers or other irrigation equipment installed by the Owner or Occupant of any Unit in accordance with Article IV.
- (iv) maintaining all the landscape in the Yard of the Unit, which maintenance shall include mowing of lawn, pruning of shrubbery, weed control, removal and replacement of dead or alive trees and shrubs, and irrigation.

(c) Each Owner shall be responsible for:

- (i) periodic treatment of all exterior walls and foundations of the dwelling for termites;
- (ii) maintaining, repairing and replacing, as necessary, the roof of his Unit (including shingles and roof decking);
- (iii) maintenance, repair and replacement, if necessary, of the foundation and structure of the dwelling on his Unit.
- (iv) maintaining, repairing and replacing, as necessary, the exterior surfaces of the Unit, including window and window frames, doors and door frames (including garage doors), and any shutters, eaves, fascia, gutters and downspouts on the exterior of the Units;

All cost and expenses related to the Association's responsibility hereunder shall be a Common Expense of the Association; provided, any Common Expense occasioned by the negligence or misconduct of the Owner or occupant of any Unit, or their guests, may be assessed as a Specific Assessment against the Unit of such Owner or occupant in accordance with Section 8.2.

IN WITNESS WHEREOF, the Declarant has executed this amendment on this 23rd day of June, 2015.

DECLARANT:

	SRM I – PHOENIX, LLC, an Arizona limited liability company, by
	x two
	Ryan Muzzarelli, Member, and by
	(Name) Dustin Riley, Member
	Unofficial Document
STATE OF ARIZONA)	Chambal Social City
) ss	
County of Maricopa)	
Acknowledged before me this	2 Aday of June, 2015, by
who acknowledged himself to be a Me an Arizona limited liability company	ember of SRM I – PHOENIX, LLC,
Notary Public State of Arizona Maricopa County	Deslibain
Leslie Bays My Commission Expires 06/10/2019	Notary Public
My commission expires: 4-10)-19

STATE OF ARIZONA)	
) ss	
County of Maricopa)	
Acknowledged before me this 2 day of June, 2015, by Who acknowledged himself to be a Member of SRM I – PHOENIX, LLC, an Arizona limited liability company	
	Notary Public
My commission expires: $4-14$	19

Unofficial Document



EXHIBIT "A"

Coronado Commons

Lots 1 through 20, inclusive and Tracts A, B, and C, CORONADO COMMONS, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 1173 of Maps, Page 46.

Unofficial Document