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Recorded at the Request of:

WHEN RECORDED, MAIL TO:
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FIRST AMENDED AND RESTATED TRACT DECLARATION OF COVENANTS,
CONDITIONS AND
RESTRICTIONS FOR
ALTA MESA TOWNHOMES ASSOCIATION, INC.
(an Arizona non-profit corporation)

THIS FIRST AMENDED AND RESTATED TRACT DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS, is made on the 9 day of May,
2024 by Alta Mesa Townhomes Association, Inc. (hereinafter referred to as
"Association").

WITNESSETH:

WHEREAS, the AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS for Alta Mesa ("Master
Association") was recorded on July 18, 1984, as Recording Number 84-312771 Records
of Maricopa County, Arizona (the "Master Declaration"), which covered property known
as ALTA MESA;

WHEREAS, pursuant to Article IV, Section 1 of the Master Declaration, a
SUPPLEMENTAL TRACT DECLARATION for ALTA MESA TOWNHOMES
ASSOCIATION, INC. ("Association") was recorded on October 18, 1984, as Recorded
Number 84-0453357, and Amendment recorded in Document No. 2006-0363924, records
of Maricopa County, Arizona ("Tract Declaration" or "Declaration"), which covered
property described in Exhibit A, attached hereto and incorporated herein by this
reference, and provided for the construction on the property of a planned unit
development consisting of townhomes and common areas including certain recreational
facilities;

NOW, THEREFORE, the Association hereby amends and restates the Tract
Declaration, in its entirety, and declares that all the properties described in Exhibit A

shall be held, sold and conveyed subject to the following reservations, easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and bind all parties having any rights, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

Any amendment to the Declaration and/or this Amended and Restated Declaration, past, present or future, receiving written approval of the Owners in accordance with the provisions thereof shall be subject to a presumption that sufficient notice of such amendment(s) was provided to the Owners by the Declaration and/or this Amended and Restated Declaration, and that such amendments were reasonable and foreseeable to the Owners at the time of purchase. These amendments do not create any new affirmative obligations for Owners of Lots within the Association; rather, the amendments set forth herein refine the Declaration and/or this Amended and Restated Declaration, correct an error, fill in a gap, and/or change the Declaration and/or this Amended and Restated Declaration in a particular way.

ARTICLE I Definitions

Section 1. "Association" shall mean and refer to ALTA MESA TOWNHOMES ASSOCIATION, INC., a non-profit corporation, its successors and assigns. ALTA MESA TOWNHOMES ASSOCIATION, INC. shall be an ancillary association as defined in the Master Declaration, Article V, Section 5.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title of any Lot which is part of the Properties. Owner shall not include a person or entity having an ownership interest merely as security for the performance of an obligation. In the case of Lots, the fee simple title to which is vested of record in a Trustee pursuant to Arizona Revised Statutes, § 33-801, et. Seq., legal title shall be deemed to be in the Trustor.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described.

Section 4. "Common Area" and "Common Elements" shall be synonymous and shall mean all real property and improvements thereof owned by the Association for the common use and enjoyment of the Owner. The Common Area owned by the Association at the time of the recording of this Amended and Restated Declaration is described on Exhibit B attached hereto.

Section 5. "Lot," "Parcel," "Townhome," and "Residence Unit." shall be synonymous and shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

The aforesaid definitions shall be applicable to this Declaration and also to any supplemental Declaration (unless the context shall prohibit), filed pursuant to Article X hereof.

ARTICLE II Property Rights

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.
- (b) The right of the Association to suspend the voting rights and right of use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days from any infraction of this Declaration and/or its published rules and regulations.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of Owners agreeing to such dedication or transfer has been recorded.
- (d) The right of the Association to limit the number of guests of Owners.
- (e) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area.
- (g) The rights of Owners to the use of any and all easements created hereby and by any and all other recorded instruments.
- (h) The right of the Association, by and through a majority vote of its Board of Directors, to change the use of the Common Areas.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment of the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Waiver of Use. No Owner may exempt himself from personal liabilities for assessments duly levied by the Association, nor release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area and the facilities thereon or by abandonment of his Lot.

ARTICLE III

Membership and Voting Rights

Section 1. Membership in the Association shall be limited to record owners of fee simple title of Parcels constructed on the property described above or on any duly annexed property. An owner of a Parcel shall automatically, upon becoming the owner of a Parcel, 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 said Association shall automatically cease. Ownership of a Parcel shall be sole qualification and criteria for membership. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

A membership in the Association shall not be transferred, pledged or alienated in any way, except upon the sale for such Lot and then only to such purchaser, or by intestate succession, testamentary disposition, foreclosure of mortgage of record or other legal process. Any attempt to make a prohibited transfer is void and will not be reflected upon the records of the Association and issue a new membership to a purchaser and thereupon the old membership outstanding in the name of the seller shall be null and void.

The record owner of a fee simple title of each Lot shall be entitled to one membership in the Association, for himself and his family residing in the townhomes, which membership shall be subject to all of the provisions of the Association's Articles of Incorporation, Bylaws, Management Agreement and these Restrictions, as now in effect or duly adopted or amended.

Section 2. Every owner of a Parcel which is subject to assessment shall be a member of the Association and membership shall be appurtenant to and may not be separated from ownership of any Parcel which is subject to assessment.

Section 3. The Association shall have one class of voting membership, and all Owners, shall be entitled to one vote for each Parcel owned. When more than one person holds an interest in any Parcel, all such persons shall be members. The vote of such Parcel shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Parcel.

Section 4. In the event any Owner is in arrears in the payment of any amount due, pursuant to any provision of this Declaration, for a period of thirty (30) days, said Owner's right to vote as a member of the Association shall be suspended and shall remain suspended until all payments are brought current.

ARTICLE IV

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessment. Each owner of any Parcel by acquiring an ownership interest therein, whether or not it shall be so expressed in the conveying documents, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments as authorized by the Association's Board of Directors. Such assessments to be established and collected as provided herein.

The annual and special assessments, together with interest, late fees, costs of collection, administrative fees and all attorneys' fees & costs, regardless of whether a lawsuit is filed, shall constitute a lien upon the property against which each such assessment is made. Each such assessment, together with interest, late fees, costs of collection, administrative fees and all attorneys' fees & costs, regardless of whether a lawsuit is filed, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them, or unless prior to the transfer of title as evidenced by the records of the County Recorder of other appropriate governmental agency, a lien for such assessments shall have been filed or recorded with the County Recorder. The assessments provided for herein shall be in addition to any and all assessments provided for and levied pursuant to the Master Declaration.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote Properties and for the improvements and maintenance of the Common Area and of the improvements situated upon the Properties, along with any other purposes that are deemed to be in the best interests of the Association, as determined in the sole discretion of the Board of Directors. The

assessments shall cover the cost of all repairs, replacement and maintenance of the Common Area and all other authorized activities and facilities, including but not limited to, common yard maintenance, sprinkler system, swimming pool, and exterior painting of townhomes, costs of additional common facilities and improvements, taxes and insurance, and any and all administration of the Association as may, from time to time, be authorized by the Association's Board of Directors.

The Board of Directors shall fix the amount of the annual assessment against each Parcel at least thirty (30) days in advance of each annual assessment period. Written notice (or email notice, if the Owner consents to email notice) of the annual assessments shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by a representative of the Association setting forth whether the assessments on a specific Parcel have been paid.

Section 3. Establishment of Assessment. Each owner of a Parcel covenants for themselves and their heirs, successors and assigns, that such Parcel shall be subject to an assessment, in an amount to be determined by the Association, as permitted by this Declaration of Covenants, Conditions and Restrictions. The amount to be prorated among the Owners of the Association shall be established annually by the Board of Directors.

The Board of Directors or the designated representative shall notify the owner or owners of each Parcel the amount of the estimated annual assessment and shall each month collect for each Parcel one-twelfth (1/12) of said Parcel's proportional share of said annual assessments.

Section 4. Maximum Annual Assessment. The maximum annual assessment as of the date of adoption of this Second Amended and Restated Declaration shall be \$1,860.00. Beginning with 2022, the Board may establish an annual assessment that is up to ten percent (10%) greater than the immediately preceding fiscal year, without a vote of the Owners. Any increase above ten percent (10%) greater than the immediately preceding fiscal year must be approved by a majority of the Owners, at a meeting duly called for this purpose. Furthermore, any increase that would result in a total increase of the maximum annual assessment greater than twenty-five percent (25%) above the preceding three (3) fiscal years must also be approved by a majority of the Owners, at a meeting duly called for this purpose.

Section 5. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable

to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto and/or for any other authorized purpose, as determined in the sole discretion of the Board of Directors, provided that any such assessment shall have the assent of fifty-one percent (51%) of the votes of the Owner who are voting in person or by mail-in ballot at a meeting duly called for this purpose.

Section 6. Notice and Quorum for any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all Owners not less than ten (10) days or more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of Owners (in person or via mail-in ballot) entitled to cast sixty percent (60%) of all the votes of the Owners shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Parcels and may be collected on a monthly basis.

Section 8. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from that due date at the rate of six percent (6%) per annum. The Association may bring, without electing a remedy, any and all actions and seek any and all relief against the Owner personally obligated to pay the same, and/or to foreclose the lien against the property in a like manner as a mortgage of real property, and such Owner hereby expressly grants to the Association the power of sale in connection with said lien. No Owner may waive or otherwise escape liability for the assessments provided for hereby by non-use of the Common Area or abandonment of his Parcel or by any other reason. In any action taken against an Owner to collect delinquent assessments, whether through lien foreclosure or otherwise, the Association shall be entitled to collect all attorneys' fees and costs incurred.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Parcel shall not affect the assessment lien. However, the sale or transfer of any Parcel pursuant to mortgage foreclosure, deed of trust sale, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments

which become due prior to such sale or transfer. No sale or transfer shall relieve such Parcel from liability for any assessments thereafter becoming due or from the lien thereon.

Section 10. Transfer and Disclosure Fees. The Board shall have the authority, on behalf of the Association, to establish and collect a transfer fee (in accordance with A.R.S. Section 33-442) and a disclosure fee (in accordance with A.R.S. Section 33-1806) from the transferring Owner upon each transfer of title to a Parcel in the Property.

ARTICLE V Architectural Control

No building, fence, wall, patio cover, awning, antenna, or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to, or change or alteration therein (including, but not limited to, any change in exterior paint color), be made until the plans and specifications showing the nature, kind, shape, height, materials, color(s) and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within forty-five (45) days after complete plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. This approval does not preclude the necessary approvals required by the Master Declaration in Article IV Section 2a.

The Board reserves the right to adopt and amend, from time to time, architectural guidelines to govern the application and procedure of architectural requests, along with any and all guidelines the Board deems desirable and in furtherance of this Article V.

ARTICLE VI Party Walls

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The costs of reasonable repair and maintenance of a party wall shall be shared with the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omission.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE VII Exterior Maintenance

Section 1. The Association shall provide exterior maintenance upon the Common Areas and each Lot which is subject to assessment hereunder, as follows:

(a) The Association shall paint exterior of building surfaces and yard fences (except view fences) as provided in Article XI (i) hereof.

(b) Except as provided in (a) immediately hereinabove, the Association shall not be responsible for the installation, maintenance, repair or replacement of roofs, exterior walls or landscaping within the exterior boundaries of the fenced-in patios and yards on each Lot nor for the installation, maintenance, repair or replacement of glass surfaces.

Section 2. The cost of the exterior painting for which the Association is responsible under Section 1 (a) above shall be assessed uniformly to all owners in accordance with Article IV of this Declaration, except as provided in Section 3 of this Article VII.

Section 3. The cost of any exterior painting which results from the negligence or willfulness of an Owner, an Owner's guest, lessee, invitee or the occupant of an Owner's Lot, shall be added to such Owner's regular monthly assessment and shall be an assessment, lien and obligation of such Owner and shall become due and payable in all respects as provided in Article IV of this Declaration.

Section 4. For the purpose solely of performing the exterior painting authorized by this Article, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours.

ARTICLE VIII

Interior and Other Maintenance

Each Owner shall be responsible for the upkeep and maintenance of the interior of his townhome and for the maintenance, repair and replacement of townhome roofs, exterior walls (except painting), individual patios, windows, private yards and landscaping within the private yard and lot lines. All fixtures and equipment installed within the private yard boundary, lot line or townhome, including utility lines, pipes, wires, conduits and other systems shall be maintained and kept in repair by the Owner thereof. Pest control shall be the responsibility of the Owner. An Owner shall do no act nor any work that will impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other townhomes or their owners.

In the event that an Owner fails or refuses to comply with the requirements set forth in this Article VIII, upon fourteen (14) days written notice, the Association, by and through the Board of Directors, shall have the right, in its sole discretion, to exercise self-help in order to cure any and all violations of this Article VIII. All costs and expenses incurred by the Association in connection with exercising self-help shall be the personal obligation of the offending Owner, and shall be collectible in the same fashion as assessments. In the event that emergency circumstances exist, whereby the Board determines, in its sole discretion, that it is unable to provide fourteen (14) days written notice, the notice requirement set forth above shall be waived, and the Board shall only be required to use its best efforts to provide the Owner with reasonable notice under the circumstances. The right to exercise self-help set forth herein shall include, if the circumstances require, the right to enter the interior of a townhome.

ARTICLE IX

Insurance

The Board of Directors, or its duly authorized agent, shall have the right and power to obtain insurance for all the buildings, against loss or damage by fire, or other hazards in an amount to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering all Common Elements. Premiums for such insurance shall be common expenses, All insurance coverages shall be written in the name of the Board of Directors as trustee for each of the townhome owners proportionately. Nothing contained herein shall prejudice the right of each Owner to insure his unit for his own benefit. It shall be the individual responsibility of each Owner to provide, as he sees fit, homeowner's liability insurance, theft and other insurance covering personal property damage and loss. In the event of damage or destruction to the property by fire or other casualty, the Board of Directors shall, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or other financial institution are insured by a Federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall contract with any licensed contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against all townhomes owners to make up any deficiency. The same shall apply in the event of destruction or damage to any common element. In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective mortgagees and owners as their interest may then appear. The assessments shall be levied against said owners in the proportion to their ownership interest in the Properties.

ARTICLE X Use Restrictions

Section 1. Said premises are hereby restricted to residential dwellings for residential use, except for improvements within the Common Area. Group homes are expressly prohibited, with the exception of group homes that qualify under applicable Fair Housing laws. All buildings or structures erected upon said premises shall be of new construction and no building or structures shall be moved from other locations onto said premises, and no subsequent buildings or structures other than townhomes, shall be built on any Parcel where the Builder theretofore programmed and constructed a townhome.

No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any portion of the premises at any time as a residence, either temporarily or permanently.

Section 2. No animals, livestock or poultry of any kind, shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept on the Lots subject to such rules and regulations as may be adopted by the Association and provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept on the Properties which result in an annoyance or are obnoxious to residents in the vicinity.

Section 3. No signs of any kind shall be erected or maintained upon the Lots, Parcels or Common Areas, except: (1) signs required or expressly permitted by local, state or federal government; (2) residential identification signs of not more than 72 square inches in area; and (3) signs approved, in writing, by the Board. Signs hanging over rear or side fences and/or block walls are strictly prohibited. . No billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the premises, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any townhouse or any resident thereof. Further, no business activities of any kind whatsoever shall be conducted in any building or on any portion of the premises; provided further, however, the foregoing covenants shall not apply to the business activities, signs and billboard, or the construction and maintenance of buildings, if any, of the Association, its successors and assigns, in the furtherance of its powers and purposes, as herein set forth.

Section 4. All clotheslines, equipment, garbage cans, service yards, woodpiles, or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring townhomes and streets. All rubbish, trash or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. All clotheslines shall be confined to patio areas.

Section 5. No vehicle of any type, boat, camper, bicycle, tricycle or other wheeled toy shall be parked or left unattended in any Common Area.

The Board of Directors may from time to time restrict vehicular parking on the Common Areas. Vehicles parked in restricted areas may be towed away at the vehicle owner's expense, including storage charges.

No vehicle of any type which is abandoned or inoperable shall be stored or kept on any Parcel, parking area, private street or drive within this subdivision in such a

manner, as to be seen from any other Parcel or from any streets, drives or alleyways within this subdivision. The Board of Directors shall have the sole discretion in determining what constitutes an abandoned or inoperable vehicle.

Section 6. Except inside the individual townhome and backyard of each Parcel, no planting or gardening shall be done, and no hedges shall be erected or maintained on said premises, except such as are installed in accordance with the initial construction of the buildings located thereon or as approved in accordance with Architectural Control provisions in Article V herein. No fences or walls shall be erected or maintained on any of the Properties without approval in accordance with the Architectural Control provisions provided in this Declaration.

Section 7. The Common Area shall remain undivided, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Common Area. No Owner shall have the right to bring action for partition.

Section 8. Without prior written approval and the authorization of the Board of Directors, no exterior television, radio, CB or other antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the premises, nor upon any structure situated upon said real property, other than an aerial for a master antenna system, should any such master system or systems be utilized and require any such exterior antenna. Notwithstanding the foregoing, any and all antennas expressly authorized by the Over-the-Air Reception Devices (OTARD) rule shall be permitted in accordance with the OTARD rule.

Section 9. No activity shall be carried on upon any Lot or any part of the Properties, nor shall anything be done thereupon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective dwelling unit, or which shall in any way increase the rate of insurance. The Board of Directors shall have sole discretion to determine whether a particular activity or thing constitutes a nuisance.

Section 10. The rights and duties with respect to sanitary sewer and water, cable television, electricity, gas and telephone lines and facilities shall be governed by the following:

(a) Whenever water, sanitary sewer, electricity, gas, cable television or telephone connections, lines, cables or any portion thereof are or have been installed within the Properties, the Owner of any Lot or the Association in the case of the Common

Area, served by said installation shall have the right, and are hereby granted an easement to the extent necessary therefore, to enter upon or have a utility company enter upon any portion of the Properties, in which said installation lie, to repair, replace and generally maintain said installations.

(b) The right granted in subparagraph (a) above shall be only to the extent necessary to entitle the Owner or Association serviced by said installation to its full and reasonable use and enjoyment, and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area so used to its condition prior to such use.

(c) In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors, who shall decide the dispute and the decision of the Board shall be final and conclusive on the parties.

Section 11. All Owners and occupants shall abide by the Bylaws and any rules and regulations adopted by the Association. In addition to the foregoing, the use of the ALTA MESA TOWNHOME lots are subject to certain use restrictions contained in Article IV, Sections 2 and 5 of the Master Declaration, as the same may be amended from time to time. Said use restrictions are hereby incorporated herein by this reference.

Section 12.

(a) No townhome shall be leased by an Owner and no landlord-tenant relationship shall be established unless such lease or landlord-tenant relationship is subject, in all respects, to the provision of the Master Declaration, this Declaration of Covenants, Conditions and Restrictions, Bylaws of the Association and all rules and regulation adopted by the Association ("Community Documents"), and shall provide that any failure of the lessee or tenant to comply with the terms of such Community Documents, rules or regulations shall constitute a default under the lease. No owner may lease less than his entire lot and the residential unit situated thereon, and there shall be no subleasing of residential units or assignments of leases. For the purposes of this Declaration, "lease" shall mean any agreement for the lease or rental of a townhome unit within lot, including month-to-month rentals.

(b) For the purposes of this Declaration, non-owner occupants of a unit who are members of the owner's immediate family (spouse, children, parents or siblings), are not required to enter in a landlord-tenant relationship with a written lease as

required in (a) above. However, such non-owner occupants are also subject to compliance with the Community Documents.

(c) Any unit owner who leases his unit must provide the lessee with copies of the Community Documents prior to commencement of the lease term. Any owner who leases his unit/lot shall be liable for any violation of the CC&Rs, Rules or Regulations by the lessees, their guests or other persons residing in the unit and, in the event of such violations, the owner, upon demand of the Association, shall immediately take all necessary actions to correct any and all such violations. The Association shall inform the absentee owner in writing of any violation that requires corrective action. In the event a tenant or other occupant causes loss or damage to Association Common Area, the Association shall have the power to bring an action or suit against (a) the Owner, and/or (b) the tenant, to recover sums due for damages or injunctive relief, or for any other remedy available by law. The Association costs in doing so, including but not limited to, all attorneys' fees, costs, and all other litigation fees, together with interest, shall be reimbursed by the Owner and/or tenant, at the discretion of the Board..

(d) No lot may be leased for a period of less than ninety (90) consecutive days. The owner of a lot, occupied by persons other than the owner of record, shall maintain with the Association, the following information relating to the occupants: name and contact information for any adults occupying the property, the time period of the lease, including the beginning and ending dates of the tenancy, and a description and the license plate numbers of the tenants' vehicles.

ARTICLE XI

Duties and Powers of the Association

In addition to the duties and powers enumerated in its Articles of incorporation and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(a) Own, maintain and otherwise manage all of the Common Area and all facilities, improvements and landscaping thereon, and all other property acquired by the Association.

(b) Pay any real and personal property taxes and other charges assessed against the Common Area.

(c) Have the authority to obtain, for the benefit of all of the Lots and the Common Area, all water, gas, sewer and electric service and refuse collection and to

pay for such services to the extent that said services are not individually metered or otherwise directly billed to the individual lots.

(d) Grant easements where necessary for utilities and sewer facilities over the Common Area to serve said area and the Lots.

(e) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract shall provide for the right of the Association to terminate the same upon thirty (30) days notice, with or without cause.

The Association, through its Board of Directors, shall have the express authorization, right and power to enter into one or more management agreements with third parties in order to facilitate efficient operation of all buildings, improvements and common elements, including real property described on Exhibit A attached hereto. It shall be the primary purpose of such management agreements to provide for the administration, management, repair and maintenance of said real property, all improvements thereon designated as common elements, and the exterior walls of the townhomes (with regard to painting only); and to the Declaration of Covenants, Conditions and Restrictions. The terms of said management agreements shall be as determined by the Board of Directors to be in the best interests of the Association, and shall be subject to the Articles of Incorporation, the Bylaws and this Declaration of Covenants, Conditions and Restrictions affecting said property. Notwithstanding the above, any and all management agreements shall be written for a term not to exceed one year, subject to renewal by agreement of the parties for successive one year periods, and shall further provide that said management agreements may be cancelled and terminated by the Board of Directors for any reason whatsoever upon giving thirty (30) days written notice of such cancellation and termination to the managing entity. The Board of Directors shall make all necessary arrangements for continuity of management and maintenance prior to the expiration of the term of any prior management agreements or the termination of the same. Any and all management agreements shall be entered into with a responsible party or parties having considerable experience with the management of a project of this type.

Each owner shall be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all management agreements shall be available to each owner upon request.

- (f) Contract for and pay fire, casualty, liability and other insurance insuring the Association, its property and its Board of Directors and Owners.
- (g) Contract for and pay maintenance, gardening, utilities, materials and supplies, and services relating to the Common Area, and to employ personnel necessary for the operation of the project, including legal and accounting services provided, however, that any such service contract shall be limited to a duration of one (1) year unless a longer term is approved by a majority of the Owners of the Association.
- (h) Delegate its powers to its committees, officers and employees.
- (i) Cause all fences which serve as the boundary of any Lot and all exterior, vertical surfaces of the residences (i.e., the outside walls) to be repainted, restained or otherwise preserved and protected from the elements from time to time and at such time as the proper maintenance thereof shall require. Except as provided herein, the maintenance of the exteriors (including roofs) of each of the residences of the Properties shall be the responsibility of the Owner thereof. Owners shall further be solely responsible for maintenance, repair and replacement of all view fencing.
- (j) At the request of the public body authorized to accept such, dedicate those portions of the Common Area which are used for vehicular ingress and egress as public streets.
- (k) Employ legal counsel, accountants and/or any other professional service in furtherance of the objectives and purposes set forth in the Community Documents.

ARTICLE XII

Easements

Section 1. Blanket Easement for Utilities. There is hereby created a blanket easement upon, across, over and under the Common Area for ingress, egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewers, gas, telephones, and electricity, irrigation facilities and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the providing electrical, utility and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said premises, except as initially programmed or

as approved by the Association's Board of Directors. These easements shall in no way affect any other recorded easements on said premises.

Section 2. Easement for Encroachment Due to Construction. Each townhome and the Common Area shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed and for the maintenance of same, so long as it stands, shall and does exist. In the event a townhome is partially or totally destroyed and then rebuilt, the Owners of townhomes agree that minor encroachments on parts of the adjacent or Common Areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist. Notwithstanding any provisions herein to the contrary, and encroachment permitted herein shall not exceed one (1) foot.

ARTICLE XIII Individual Patios

Section 1. The rights of the respective parties with respect to the use of Individual Patios, which may abut a wall of the dwelling unit on the adjoining Lot ("abutting dwelling unit" herein), shall be as follows:

(a) Nothing shall be erected, planted or maintained within such area which might impede or interfere with any necessary and reasonable maintenance, repair or restoration of any wall located on or adjacent to the abutting dwelling unit. This restriction shall not reasonably interfere with the right of the Owner to use the Patio as otherwise permitted by this Declaration.

(b) The Owner shall have exclusive use of the surface of any easement area subject to the rights of any other easement holders (utilities, sewers, etc.), if any, and subject to minor encroachments, creation of the easement.

(c) The Owner of the adjacent Lot shall have such right to use the subsurface underlying the easement area, including the right of lateral and subjacent support, as shall not reasonably interfere with the rights granted to the Owner of the Private Yard.

(d) The Patio areas have been graded to allow drainage to flow from one patio area to adjacent patio areas. Nothing shall be erected, planted or maintained to impede or interrupt the normal drainage flow.

Section 2. Allowable uses of individual patios include landscaping, sprinklers, hose bibs, decking, barbecue equipment and facilities, and sports and recreational equipment and facilities and as general recreational, garden and yard area. All other uses, including without limitation construction of any dwelling unit or addition thereto and use of the areas for building, repairing, maintaining or storing boats, trailers, motorhomes, automobiles, motorcycles, snowmobiles, or other motor vehicles, are prohibited.

Section 3. All boundaries of Lots, save those which are structural walls of dwelling units, may be fenced by fences initially installed during construction of the Properties. No fence shall be installed, moved or removed at any time, and any change in size or color, shall be subject to review by the Architectural Control Committee pursuant to Article V hereof:

(a) Fences located on a boundary between two Patios, shall be maintained jointly by the Owners thereof in the same manner as a party wall, as provided in Article VI hereof.

(b) Fences located on a boundary between a Patio and the general Common Area shall be maintained by the Owner of the Patios except as provided in Article XI (i) hereof.

Section 4. Each Owner shall keep his Patio and all improvements therein or thereon, in good order and repair and free of debris, including but not limited to the seeding, watering and mowing of all lawns and the pruning and cutting of all trees and shrubbery, all in a manner and with such frequency as is consistent with good property management. In the event an Owner shall fail to maintain his Patio and the improvements located thereon, as provided herein, the Association, after notice to the Owner and approval by vote of the Board of Directors, shall have the right to enter upon said Patio to correct drainage and to repair, maintain and restore the Patio, fences, and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a lien upon such Owner's Lot, and such lien may be enforced in the same manner as a Maintenance Assessment levied in accordance with Article IV hereof.

Section 5. The Association shall have the right at all reasonable time to enter into any Patio for the purpose of carrying out its obligations of painting exterior walls and fences.

ARTICLE XIV
General Provisions

Section 1. Attorneys' Fees. In the event the Association employs an attorney or attorneys' to enforce the collection of any amounts due pursuant to this Declaration or in connection with any lien provided for herein, or the foreclosure thereof, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, the offending Owner, shall pay all attorneys' fees, costs and expenses thereby incurred, regardless of whether a lawsuit is filed.

Section 2. Enforcements. The covenants, restrictions, reservations and conditions contained herein shall run with the land and shall be binding upon all persons purchasing, leasing, occupying, owning or otherwise having an interest in any townhome on said property, their heirs, executors, administrators, successors, grantees and assigns. After that date on which this instrument has been recorded, these covenants, restrictions, reservations and conditions may be enforced by the Association or its Board of Directors, which shall have the right and duty to enforce the same and expend Association monies in pursuance thereof, and also may be enforced by the owner of any townhome or by the holder of any first mortgage, or deed of trust, or any one or more of said parties. Any lien, liability or obligation arising as the result of a breach of said covenants, restrictions, reservations and conditions shall be binding upon and effective against any owner of said premises, other than one whose title thereto is acquired by foreclosure of a mortgage, or deed of trust, and Sheriff's sale or equivalent proceedings, who shall take title to said premises subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure, and provided also that the breach of any said covenants, restrictions, reservations and conditions may be enjoined, abated, or reviewed by appropriate proceedings, notwithstanding the lien or existence of any such mortgage or deed of trust. All instruments of conveyance of any interest of all or any part of said townhome shall contain reference to this instrument and shall be subject to the covenants, restrictions, reservations and conditions herein as fully as through the terms and conditions of this instrument shall be binding upon all persons affected by its terms, whether or not express reference is made to this instrument in any such instrument of conveyance. Enforcements shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Section 3. Saving Clause. The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections hereof shall not affect the remaining portions of this instrument or any part thereof, all of which are inserted conditionally on their being held valid in law and in the event that one or more of the phrases, sentences, clauses, paragraphs or sections contained herein should be invalid or should operate to render this

Declaration invalid, this Declaration shall be construed as if such invalid phrase or section or sections had not been inserted. In the event that any provision or provisions of this instrument appear to be violative of the Rule against Perpetuities, such provision or provisions shall be construed as being void and of no effect as of twenty-one (21) years after death of the last surviving incorporator of ALTA MESA TOWNHOMES ASSOCIATION, or twenty-one (21) years after the death of the last survivor of all of said incorporators' children or grandchildren who shall be living at the time this instrument is executed, whichever is the later.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive period of ten (10) years. This Declaration may be amended at any time upon approval of two-thirds (2/3rds) of the Owners. Any amendment must be recorded.

Section 5. Master Declaration. All the provisions of this Declaration and the Association created hereby shall be subject to the requirements and provisions of the Master Declaration. In the event of a conflict between the provisions contained in the Declaration and the Master Declaration, the Master Declaration shall control. In addition to the restrictions contained in this Declaration, the rights of all Owners are limited by the Master Declaration, the Articles and Bylaws of the Alta Mesa Community Association, Inc., and the Alta Mesa Rules and architectural guidelines.

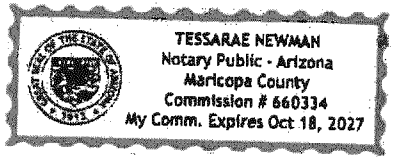
Alta Mesa Townhomes Association, Inc.

By: Connie Westlund, President
Connie Westlund, President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 7th day of May, 2024, by Connie Westlund, the President of Alta Mesa Townhomes Association, Inc., an Arizona non-profit corporation, on behalf of the non-profit corporation.


Notary Public Tessarae Newman
My commission Expires: 10/18/2027



Approval by Alta Mesa Community Association, Inc.

The President of the Alta Mesa Community Association, Inc. hereby certifies that this Amended and Restated Declaration for Alta Mesa Townhomes, Inc., has been approved by the Board of Directors for Alta Mesa Community Association, Inc.

Alta Mesa Community Association, Inc.

By 
Thomas Speropoulos, President
Speropoulos

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 17th day of May, 2024, by Thomas Speropoulos, the President of Alta Mesa Community Association, Inc., an Arizona non-profit corporation, on behalf of the non-profit corporation.

Notary Public: 

My commission Expires: 11/23/2025

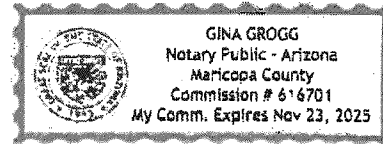


EXHIBIT A

Lots 1 through 125 inclusive, and Tracts A through C, inclusive, of ALTA MESA TOWNHOMES, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona in Book 272, Page 5, of Maps.

EXHIBIT B

Tracts A through C, inclusive, of ALTA MESA TOWNHOMES, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona in Book 272, Page 5, of Maps.