

When Recorded Return to:
Alta Mesa Unit 11 Homeowners Association
A.K.A. Town Square Alta Mesa HOA
c/o Vision Community Management
16625 S. Desert Foothills Pkwy
Phoenix, AZ 85048

ALTAMESA110001AMEND-4-1-1--
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**FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATIONS
ALTA MESA UNIT 11 HOMEOWNERS ASSOCIATION
(A.K.A. Town Square Alta Mesa HOA)**

RECITALS

WHEREAS, the Declarant executed and recorded that certain Declaration of Covenants, Conditions, Restrictions and Reservations on October 2, 1984 at Instrument No. 1984-0430379, records of Maricopa County, Arizona;

WHEREAS, the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Reservations was recorded on July 25, 2007 at Instrument No. 2007-0843758, records of Maricopa County, Arizona Recorder;

WHEREAS, the Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Reservations was recorded at Instrument No. 2010-0569330, records of Maricopa County, Arizona Recorder;

WHEREAS, the Third Amendment to the Declaration of Covenants, Conditions, Restrictions and Reservations was recorded at Instrument No. 2021-1131508, and re-recorded at No. 2021-1187901, records of Maricopa County, Arizona Recorder;

WHEREAS, all of the foregoing instruments constitute the "Declaration", and Alta Mesa Unit 11 Homeowners Association is the "Association" as set forth in the Declaration;

WHEREAS, Arizona Revised Statutes § 33-1817 provides that the Declaration may be amended by the Owners of the property that is subject to the Declaration by an affirmative vote or written consent of the number of owners specified in the Declaration;

WHEREAS, Article XVII, Section 5 the First Amendment provides that the Declaration may be amended by not less than sixty-seven percent (67%) of the Owners of the Lots, all of whom are Members of the Association;

WHEREAS, the Owners/Members and the Association desire to amend the Declaration to change the maintenance responsibility for Front Yards (as defined in Article I, Section 8, includes the area from the front sidewalk to the dwelling and the side yards from the front sidewalk to front property fences) of the Lots from the Association to the Owners.

AMENDMENTS CONSTITUTING THE FOURTH AMENDMENT

NOW, THEREFORE, the Association and the Owners/Members, by the written consent of not less than sixty-seven percent (67%) of the Owners of the Lots in the Association, hereby amend the Declaration to read as indicated below:

Article I, Section 14 of the Declaration is hereby replaced and amended to read as follows

Section 14. "Common Expense" shall mean and refer to the actual and estimated costs of general landscape maintenance, repair and replacement of any improvements in the Common Areas, including unpaid Special and Reconstruction Assessments, costs of management and administration of the Association including, but not limited to, compensation paid by the Association to employees, accountants, attorneys and other agents; the costs of utilities, gardening and other services benefitting the Common Areas; the costs of casualty, liability, workmen's compensation and other insurance covering the Common Areas and reasonable reserves as deemed appropriate by the Board; the costs of bonding of the members of the management body; taxes paid by the Association; amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Areas or portions thereof; costs incurred by the Architectural and Landscaping Committee; and the costs of any other item or items designated by, or in accordance with other expenses incurred by the Association for any reason whatsoever which in the good faith judgment of the Board, are required in connection with the Common Areas and the Alta Mesa Unit 11 Community, the Articles of Incorporation, or the By-Laws, or in furtherance of the purpose of the Association or in the discharge of any obligation imposed on the Association by this Declaration.

Article X, Section 1 and Section 2 of the Declaration are hereby replaced and amended to read as follows:

Section 1. Maintenance of Common Areas and Front Yards. The Front Yards shall be greenscaping consisting of lawns, ground covers, trees, shrubs, and flowering plants. Association-approved granite is allowed on side yards of corner lots in lieu of greenscaping. Artificial turf is considered

greenscaping and is allowed in the Front Yards throughout the community. No desert landscaping, rockscaping, gravel, granite, cactus or any type of plant considered to be a desert species shall be planted or emplaced on any Front Yard. The Association shall be delegated and assigned the power of maintaining and administering and enforcing these covenants, conditions and restrictions; collecting and disbursing funds pursuant to the assessments and charges hereinafter created and referred to; and to perform such other acts and shall generally benefit the community. The Association shall maintain the Common Areas at a level of general maintenance and landscaping excellence at least a level to the standard prevailing with respect to areas of similar nature located in residential communities commonly and generally deemed to be of high quality, The Association may, at its option, satisfy the maintenance obligations provided herein with its own employees and equipment or contract with another party to satisfy said maintenance obligations provided herein with its own employees and equipment or contract with another party to satisfy said maintenance obligations. Maintenance obligations of the Association shall consist of:

- (A) Mowing, fertilizing, verticutting, and planting of seasonal lawns, trimming bushes, shrubs, and trees to required heights, and controlling weeds on the Common Areas;
- (B) Common Areas may come equipped with bubbler and sprinkling systems, which will be operated by automatic timer and controlled by the Association, as necessary.

Section 2. Maintenance Responsibilities of Owners. Except where such obligations are expressly assumed by the Association, every Owner shall maintain the exterior of his or her Yard, Dwelling, roof, walls, fences and/or the exterior and roof of any other Improvement or structure located or emplaced on his or her Lot, in good condition and repair. Every Owner is responsible for maintaining and controlling the irrigation system on his or her Lot to ensure the landscaping installed is properly maintained per the terms of this Section. Owners are responsible for the maintenance and replacement of the landscaping installed on the Front Yard of the Lot, which may include, but is not limited to, keeping grass and plants properly watered, healthy, and well maintained, tree and plant removal, root maintenance of trees on the Lots, or other similar maintenance, The Association, through the Board, may adopt reasonable rules governing proper landscape maintenance of the Front Yards from time to time.

All yards visible from the street and adjacent rights-of-way must be maintained so as not to exhibit deterioration, disrepair or blight. Dead vegetation must be removed. All yards, artificial turf, grass or rock, must be kept free of weeds and

debris. Grass must not be more than six (6) inches tall. Tree branches and shrubs must be trimmed so they are a minimum of eight (8) feet over the sidewalks and fourteen (14) feet over the streets. Front yards must be maintained so as to allow neatly kept lawns.

All other portions and provisions of the Declaration remain in full force and effect. All terms not defined in this Fourth Amendment shall have the same definition assigned to them in the Declaration. In the event of any inconsistency or conflict between this Fourth Amendment and the Declaration, this Fourth Amendment shall prevail.

Certificate of Adoption

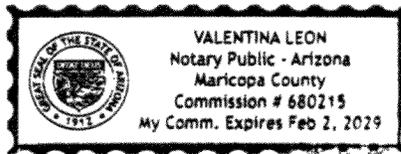
I HEREBY CERTIFY that the foregoing is true and correct, and the above Fourth Amendment was approved by signed consents by at least 67% of the Owners of Lots in the Association per Section XVII, Section 5 of the Declaration.

Alta Mesa Unit 11 Homeowners Association,
A.K.A. Town Square Alta Mesa HOA

By: *Linae Ferguson*

Its: President

(STATE OF ARIZONA)
()
(County of Maricopa)



SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME this

15th day of Aug., 2025, by

Linae Ferguson, the president of Alta Mesa Unit 11

Homeowners Association, A.K.A. Town Square Alta Mesa HOA.

Valentina Leon

NOTARY PUBLIC