

When recorded, return to:
San Ignacio Vistas, Inc.
P.O. Box 1150
Green Valley, Arizona 85614

**FIRST AMENDMENT
TO THE SECOND AMENDED AND RESTATED
DECLARATION OF ESTABLISHMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SAN IGNACIO VISTAS**

(Affecting Instrument Recorded in Docket 12729, Page 1878, Sequence No. 20060180554)

This First Amendment to the Second Amended and Restated Declaration of Establishment of Covenants, Conditions and Restrictions for San Ignacio Vistas (“First Amendment”) has been duly approved by the affirmative vote of a majority of the Total Voting Power, as that term is defined in that certain Second Amended and Restated Declaration of Establishment of Covenants, Conditions and Restrictions for San Ignacio Vistas (“CC&Rs”) dated as of January 23, 2006, and as recorded on January 27, 2006, in Docket 12729, Page 1878, Sequence No. 20060180554 in the official records of Pima County, Arizona, in accordance with Section 15.6 of the CC&Rs, and is executed by the President and the Secretary of the Association attesting that this First Amendment was approved by the requisite number of votes of the Owners.

The specific amendments to the CC&Rs are:

ARTICLE I - CERTAIN DEFINITIONS, shall be amended to add the following:

Section 1.21: “Refuse Removal Service Provider”

means a private, public or quasi-public utility or other company which provides, or proposes to provide, trash removal services to Lots pursuant to a “Refuse Removal Service Agreement”.

Section 1.22: “Refuse Removal Service Agreement”

means an agreement between the Association and a Bulk Provider pursuant to which the Bulk Provider would provide trash removal services to Lots.

The existing Sections 1.21 through 1.25 are renumbered as Sections 1.23 through 1.27.

ARTICLE X – OWNER RESPONSIBILITIES, shall be amended to add the following:

Section 10.4 **Refuse Removal**

Each Owner is solely responsible for the removal of refuse on a timely basis. In order to obtain refuse removal, including recycling services, at rates and under terms and conditions that might not be otherwise generally available to the Owners individually and in a manner that would minimize the wear and tear to the commonly owned streets and sidewalks of the Association, the Owners grant the Board the following authority:

A. Board Authority.

The Board, acting on behalf of the Association, shall have the right, power and authority to enter into a Refuse Removal Service Agreement with a Refuse Removal Service Provider for refuse removal, including recycling services, for such duration, at such rates and on such other terms and conditions as the Board deems appropriate;

B. Financial Responsibility.

All Owners are to be served pursuant to the Refuse Removal Service Agreement. The Refuse Removal Service Provider will separately bill each Owner in accordance with the terms of such Refuse Removal Service Agreement. Owners shall remit their payment directly to the Refuse Removal Service Provider. The Refuse Removal Service Provider may not pursue the Association and/or the Board for collection of any individual Owner's outstanding invoices;

C. Contractual Liability.

In accordance with this Declaration, each Owner agrees to pay all amounts properly charged to him or her by the Refuse Removal Service Provider as a contractual liability of such Owner pursuant to such Refuse Removal Service Agreement;

D. Discontinuance of Service.

The Refuse Removal Service Provider is entitled to invoice each Owner until such Owner has properly notified the Refuse Removal Service Provider to discontinue service to his or her Lot for a limited (vacation hold) or unlimited (opt out) period of time in accordance with the terms of such Refuse Removal Service Agreement;

E. Exclusive Service.

No Owner is permitted to engage any other Refuse Removal Service Provider. However, the foregoing sentence does not preclude an Owner from engaging a third party for the incidental removal of debris from landscaping or other occasional improvements or services to his or her Lot or Dwelling Unit or removing his or her own debris or refuse to the landfill; and

F. No Architectural Committee Jurisdiction.

The provisions of this Section 10.4 are not within the jurisdiction of the Architectural Committee and therefore the provisions of Article XI do not apply to this Section 10.4.

Except as so amended, the CC&Rs shall remain in full force and effect. To the extent of any inconsistency between the terms and provisions of this First Amendment and those of the CC&Rs, the terms and provisions of this First Amendment shall govern and control.

Dated as of 15th day of February 2007.

San Ignacio Vistas, Inc., an Arizona non-profit corporation

By: _____
Robert W. Christensen, President

By: _____
Marianne M. Bishop, Secretary

State of Arizona

County of Pima

The foregoing instrument was acknowledged before me this 21st day of February 2007,
by Robert W. Christensen, President of San Ignacio Vistas, Inc., an Arizona non-profit corporation.

(Seal and Expiration Date)

Notary Public

State of Arizona

County of Pima

The foregoing instrument was acknowledged before me this 21st day of February 2007,
by Marianne M. Bishop, Secretary of San Ignacio Vistas, Inc., an Arizona non-profit corporation.

(Seal and Expiration Date)

Notary Public