

When recorded, return to:  
David A. McEvoy, Esq.  
4560 East Camp Lowell Drive  
Tucson, Arizona 85712

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

**(Amending Instrument Recorded in  
Docket 12719, Page 1878 and Instrument No. 20060180554)**

This Second Amendment to Second Amended and Restated Declaration of Establishment of Covenants, Conditions and Restrictions for San Ignacio Vistas (Second Amendment), is made San Ignacio Vistas, Inc., an Arizona non-profit corporation (Association), in recognition of the following facts and intentions:

A. On January 24, 2006, the Association executed that certain Second Amended and Restated Declaration of Establishment of Covenants, Conditions and Restrictions for San Ignacio Vistas (Original Declaration), which was recorded on January 27, 2006, in Docket 12719, Page 1878 and Instrument No. 20060180554 of the Official Records in the office of the Pima County Recorder, and on or about February 15, 2007, the Association executed that certain First Amendment to the Second Amended and Restated Declaration of Establishment of Covenants, Conditions and Restrictions for San Ignacio Vistas (First Amendment), which was recorded on March 5, 2007, in Docket 13004, Page 4899 and Instrument No. 20070430829 of the Official Records in the office of the Pima County Recorder. The Original Declaration and the First Amendment may be referred to herein collectively the "Declaration".

B. The Declaration presently affects that certain real property located in Pima County, Arizona, as described in the Declaration.

C. Pursuant to Section 15.6 of the Declaration, the Association (on behalf of the Owners) desire to modify and amend the Declaration to reflect certain changes, as are more particularly set forth below and had been duly approved in the manner required by the Declaration.

NOW, THEREFORE, pursuant to Section 15.6 of the Declaration, the Declaration is hereby amended as follows:

1. The second sentence of Section 11.2 of the Declaration shall be, and hereby is deleted and replaced with the following:

“The construction or addition of any Improvement, and all plans, specifications and plot plans are subject to the approval of the Architectural Committee. Certain alterations, repairs and replacements are also subject to the approval of the Architectural Committee while others may be initiated at the Owner’s discretion in accordance with the published Rules of the Association.”

2. The last two sentences of Section 11.5 of the Declaration shall be, and hereby are deleted and replaced with the following:

“The Architectural Committee will review and must either approve or disapprove said Plans within 30 days from receipt. If no action is taken within 30 days, said Plans will be deemed disapproved by the Architectural Committee. The Owner may then take their application to the Board for an expedited hearing.”

3. Section 11.10 (A) of the Declaration shall be, and hereby is deleted and replaced with the following:

“Any decision of the Architectural Committee to disapprove the Plans for any proposed Improvement may be appealed to the Board by the Owner whose proposed Improvement was disapproved, no later than 30 days after the date such Owner receives notice of the Architectural Committee’s written decision. If no appeal to a decision of the Architectural Committee is made by the Owner within the time set forth above, the decision of the Architectural Committee will become final, binding and unappealable.”

4. The first sentence of Section 12.5 of the Declaration shall be, and hereby is deleted and replaced with the following:

“No Lot may be used in whole or part for the storage of unsightly materials, as defined in the published Rules of the Association, or of anything that will cause the Lot to appear in an unclean or untidy condition.”

5. The last sentence of Section 12.5 of the Declaration shall be, and hereby is deleted and replaced with the following:

“No container may be Visible From Neighboring Property except when the garbage and recycling containers are set out for collection purposes, and then only for the times and places established for those purposes in the published Rules of the Association.”

6. The first three (3) paragraphs of Section 12.9 of the Declaration shall be, and hereby

are deleted and replaced with the following:

“All Owners and guests and invitees shall park any and all motorized or non-motorized vehicles in off-road parking spaces. Off-road parking spaces shall include the paved driveways in each Lot and designated guest parking spaces as set forth in the Plat but shall not include other Common Areas not so designated.

Notwithstanding the above provision, Owners and their guests and invitees may park vehicles on the street in front of a Lot (but not on the curb or sidewalk). Overnight parking on the streets is prohibited except for certain recreational and commercial vehicles and then only for the intervals established for those purposes in the published Rules of the Association.

Parking and/or storing of recreational vehicles (RVs), as defined in the published Rules of the Association is prohibited on all portions of the Properties except in the confines of a standard-sized garage or as follows: RVs may be parked on the parking area of an Owner’s Lot provided they do not overhang the sidewalk or in a designated guest parking area provided they do not protrude into the street for a period not to exceed 72 hours, continuous or not, in any seven-day period and not to exceed 144 hours, continuous or not, in any thirty-day period.

RVs may be parked in the street in front of an Owner’s Lot provided they do not obstruct access to a neighboring driveway for up to 48 hours, continuous or not, in any seven-day period for the purpose of loading or unloading personal belongings. Any parking in the street also counts against the time allotted for parking elsewhere in San Ignacio Vistas.

To enhance public safety, the RV shall be properly marked with reflectorized safety triangles, traffic cones or similar devices. Slide outs may be temporarily extended during daylight hours only and must have a noticeable safety flag attached where it can be easily seen.

If the Owner or their guests, who may be driving or pulling one of these RVs, is to park in the driveways, streets or designated guest parking areas in San Ignacio Vistas beyond the time frames specified in Section 12.9, the express written permission of the Association is required.”

7. The second to last paragraph of Section 12.9 of the Declaration shall be, and hereby is deleted and replaced with the following:

“Signs advertising the Sale of an automobile or other vehicle cannot be placed on or near the parked vehicle except when the vehicle is parked in the Garage or Driveway of the Owner. Designated Guest Parking Areas are for short-term and overnight parking and may be further limited within the published Rules of the Association. Owners are responsible for the correct parking of their guests’ vehicles.”

8. Section 12.14 of the Declaration shall be, and hereby is deleted and replaced with the following:

“Billboards or advertising signs of any character are not permitted on any Lot except as provided under state law or in the published Rules of the Association.”

9. Section 12.17 of the Declaration shall be, and hereby is deleted and replaced with the following:

“Only household pets are permitted. Household pets include, but are not limited to cats, dogs, small indoor birds and fish. Household pets do not include, without limitation, such animals as pigs, rabbits or snakes. No animal may be bred or raised for commercial purposes. Household pets must be kept within the Dwelling Unit or, when the Owner is present, within the Owner’s walled yard. Pet owners shall be responsible for their pets and once off their property the pet must be kept on a leash or in an appropriate carrier. Pet owners are also responsible for the clean-up and proper disposal of pet waste deposited in all common areas, including the streets or sidewalks or on any Lot including that of the Owner. Any other restrictions on the keeping of household pets will be found in the published Rules of the Association.”

10. The last sentence of Section 13.1 of the Declaration shall be, and hereby is deleted and replaced with the following:

“Bare concrete or masonry walls and chain link fences are prohibited. Any additional restrictions will be found in the published Rules of the Association.”

11. Section 13.4 of the Declaration shall be, and hereby is deleted and replaced with the following:

“All exterior lights must be located and maintained so as not to be directed toward or interfere with surrounding Lots or Common Areas, including streets, or be directed toward the sky. Only white or yellow lights are permitted except for holiday lights as provided in the published Rules of the Association.”

12. The first sentence of Section 13.6 of the Declaration shall be, and hereby is deleted and replaced with the following:

“No detached garage or other detached structure may be constructed on any Lot.”

13. The following sentence shall be, and hereby is, added to Section 13.8 of the Declaration:

“Restrictions on the planting or propagation of certain plants, trees, shrubs and grasses shall be contained in the published Rules of the Association.”

14. Section 13.9 of the Declaration shall be, and hereby is deleted and replaced with the following:

14. Section 13.9 of the Declaration shall be, and hereby is deleted and replaced with the following:

“All trees and other vegetation planted in the Lot shall be kept trimmed to a height which will not measurably interfere with views from neighboring building sites. Any restrictions on trees and vegetation including their height shall be contained in the published Rules of the Association. There will be no restrictions placed upon the height of the Saguaro Cactus. All trees and other vegetation of eighteen feet or less in height as measured from the ground, unless otherwise restricted under Section 13.8, shall be permitted. Trees and other vegetation that might exceed eighteen feet in height including palm trees are permitted provided the trees and vegetation that exceed eighteen feet in height do not number more than three on any one Lot, are properly trimmed and the combined width, when trimmed, does not exceed fifteen feet at any point above eighteen feet in height.”

15. To the extent of any inconsistency between the terms and provisions of this Second Amendment, and the terms and provisions of the Declaration, the terms and provisions of this Second Amendment shall govern and control. Words used herein with initial capital letters shall be defined as set forth in the Declaration, unless specifically defined herein.

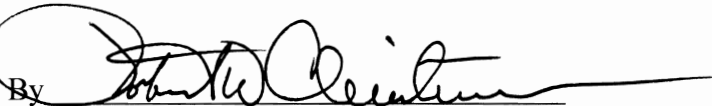
16. Except as specifically amended by this Second Amendment, the Declaration shall remain in full force and effect and unmodified.

17. By its execution below, the Association hereby certifies that this Second Amendment was approved by the requisite number of votes of the Owners pursuant to section 15.6 of the Declaration.

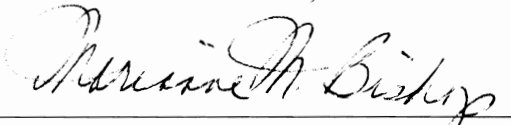
IN WITNESS WHEREOF, the undersigned have executed this Second Amendment effective as of February 24, 2010.

**ASSOCIATION:**

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

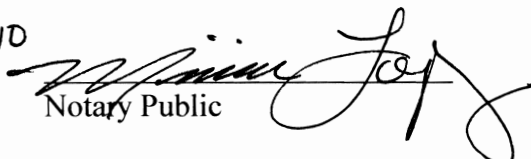
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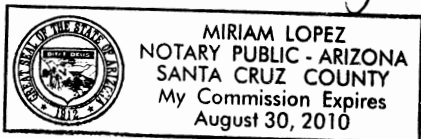
Robert Christensen, President

  
Marianne Bishop, Secretary

STATE OF ARIZONA )  
                          Santa Cruz ) ss.  
COUNTY OF ~~PIMA~~ )


The foregoing instrument was acknowledged before me this 27 day of February, 2010, by Robert Christensen as President of San Ignacio Vistas, Inc., an Arizona non-profit corporation.

My Commission Expires: August 30, 2010   
Notary Public



STATE OF ARIZONA )  
                          Santa Cruz ) ss.  
COUNTY OF ~~PIMA~~ )

The foregoing instrument was acknowledged before me this 27 day of February, 2010, by Marianne Bishop as Secretary of San Ignacio Vistas, Inc., an Arizona non-profit corporation.

My Commission Expires: August 30, 2010   
Notary Public

