

**WHEN RECORDED RETURN TO:**

Carpenter, Hazlewood, Delgado & Wood, PLC  
1400 East Southern Avenue, Suite 400  
Tempe, Arizona 85282

**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND RESERVATION OF EASEMENTS FOR PROVINCE**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Province (“the Amendment”) is made as of the date of its recording by the Province Community Association, Inc., an Arizona nonprofit corporation (the “Association”).

**RECITALS**

A. The Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Province (the “Declaration”) was recorded on March 8, 2004 at 2004-016246 in the official records of the Pinal County Recorder.

B. Section 23.2 of the Declaration provides that the Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of (1) the Requisite Association Percentage (defined in Section 2.58 of the Declaration as 67% or more of the total aggregate voting power of the Membership of the Association), (2) the consent of the Declarant, and (3) a majority of the voting power of the Board.

C. This amendment, as evidenced by the Secretary’s certificate below and the consent of the Declaration, was adopted and approved as set forth below.

**AMENDMENT**

**NOW, THEREFORE**, the Declaration is amended as follows:

1. **Section 2.48** of the Declaration is deleted in its entirety, and the following inserted in its place:

**2.48 “Occupy”, “Occupies”, or “Occupancy”** Unless otherwise specified in the Governing Documents, actually residing in the Unit for at least 90 days in the applicable calendar year. **“Occupant”** shall refer to the individual who Occupies a Unit. If a Unit is not Occupied at least 90 days in a calendar year by a Qualified Occupant, it is considered vacant, and must be vacant.

2. **Section 3.1(b)** of the Declaration is amended by deleting the fourth sentence of Section 3.1(b) below and inserting the following sentences:

~~Subject to Article 11, each Unit, if Occupied, shall be Occupied by an Age Qualified Occupant, provided, however, that once a Unit is Occupied by an Age Qualified Occupant, other Occupants of that Unit may continue to Occupy the Unit, regardless of the termination of Occupancy by said Age Qualified Occupant.~~

Notwithstanding the foregoing, if the only Age-Qualified Occupant of a Unit dies or is otherwise unable to continue to Occupy the Unit (“termination of the Age-Qualified Occupancy”), then the Board of Directors, in its discretion, may elect to permit the surviving spouse or other remaining Qualified Occupant(s) that had Occupied the Unit with the Age-Qualified Occupant immediately prior to such event to remain in Occupancy of the Unit without violation of this Declaration, so long as at least 80% of the Units in the Association will continue to be occupied by at least one person 55 years of age or older and only if the surviving spouse or remaining Qualified Occupant(s) demonstrates a hardship by policies and procedures established by the Board. If the Board of Directors, in its discretion, elects to allow a surviving spouse or other remaining Qualified Occupant(s) under the age of 55 to remain in Occupancy of the Unit after the termination of the Age-Qualified Occupancy, such Unit will be subject to the age restrictions upon the sale or conveyance of the Unit, such that once the Unit is sold or conveyed, the Unit must be occupied by at least one person 55 years of age or older.

3. **Section 2.56** shall be amended in its entirety to read:

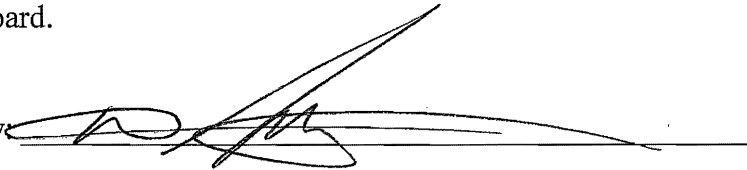
2.56 “Qualified Occupant”. Any of the following individuals who Occupies a Unit: (a) any Age-Qualified Occupant, (b) any Person 19 years of age or older who Occupies a Unit concurrently with an Age-Qualified Occupant; and (c) any Person 19 years of age or older who Occupies a Unit concurrently with an Age-Qualified Occupant and who continues, without interruption, to Occupy the same Unit after termination of the Occupancy of said Age-Qualified Occupant as permitted by the Board in its discretion pursuant to Section 3.1(b). (Notwithstanding the foregoing, an Occupant of a Casita on a Lot, unless also a Qualified Occupant of the primary Unit, shall not be a Qualified Occupant).

4. The words “six (6) hours” in **Section 3.6 (s)** of the Declaration, referring to the period of time a recreational vehicle may be parked, stored or kept on a driveway or street for the sole purpose of loading and unloading, are hereby deleted and replaced with the words “twenty four (24) consecutive hours or twenty four (24) hours over a seven (7) consecutive day period”.



SECRETARY'S ATTESTATION

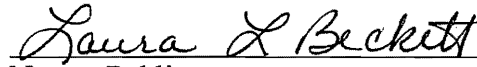
I, Michael Smalley, being the duly elected Secretary of Province Community Association, Inc., hereby attest that the foregoing Amendment was approved by the affirmative vote or written consent, or any combination thereof, of the Requisite Association Percentage (defined in Section 2.58 of the Declaration as 67% or more of the total aggregate voting power of the Membership of the Association), and a majority of the voting power of the Board.

By: 

Secretary, Province Community Association, Inc.

State of Arizona )  
 ) ss.  
County of Pima )

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 18<sup>th</sup> day of June, 2010, by Michael Smalley, the Secretary of Province Community Association, Inc., an Arizona nonprofit corporation, for and on behalf of the corporation.

  
Notary Public

My Commission Expires: 12/3/2011



**LAURA L. BECKETT**  
Notary Public - Arizona  
Pima County  
Expires 12/03/2011

