

ISLANDSCOM0001AMD1-4-1-1--
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WHEN RECORDED RETURN TO:

The Islands Community Association
825 S. Islands Drive W
Gilbert, Arizona 85233
ISLANDSCOM.0001

**FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR THE ISLANDS**

This First Amendment to the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Islands (the "First Amendment") is made as of this 16th day of JULY, 2021, by the Islands Community Association, Inc., an Arizona nonprofit corporation (the "Association").

RECITALS

A. WHEREAS, the Association is subject to the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Islands, recorded on June 22, 2006 in the Office of the Maricopa County Recorder at No. 2006-0842522, (the "Declaration").

B. WHEREAS, the Declaration at Article 13, Section 13.2 provides that the Declaration may be amended by a Certificate of Amendment certifying that, at a meeting duly called, the Members in person or by absentee ballot casting seventy-five percent (75%) of the votes cast voted affirmatively for the adoption of the amendment;

C. WHEREAS, this First Amendment was adopted and approved at a meeting duly called, at which the Members in person or by absentee ballot casting seventy-five percent (75%) of the votes cast voted affirmatively for the adoption of the amendment.

AMENDMENT

NOW, THEREFORE, the Declaration is amended as follows:

1. Article 4, Section 4.2 ("*Covenants, Conditions, Restrictions and Easements Applicable to Single Family Residential Use, Residential Apartment Development Use, Residential Condominium Development Use, and Cluster Residential Use*") is hereby amended by adding a new Subsection 4.2(x) immediately following the existing Subsection 4.2(w), and stating as follows:

(x) Leasing. A Dwelling Unit may be leased to a Tenant from time-to-time by the Owner, but no more frequently than six (6) times per calendar year, and all such leases shall be subject to the provisions of this Declaration, any applicable Tract Declaration, and the Association Rules. No Owner may lease less than the entire Dwelling Unit. No Dwelling Unit shall be leased or rented for a term of less than thirty (30) days.

At least ten (10) days before commencement of the lease term, the Owner shall register the lease with the Association by providing the Association with the following information: (i) the commencement date and expiration date of the lease term; (ii) the names and contact information of each of the Lessees and each other adult person who will reside in the Unit during the lease term; (iii) the address and telephone number at which the Owner can be contacted by the Association during the lease term; and (iv) a description and license plate numbers of the tenants' vehicles. The Owner shall be liable for any violation of this Declaration or the Rules by the Lessees or other persons residing in the Dwelling Unit and their guests or invitees and, in the event of any such violation, the Owner, upon demand of the Association, shall immediately take all necessary actions to correct any such violations.

As of the date of recording of this First Amendment, any Owner that is currently leasing its Dwelling Unit to a Tenant in a manner that violates this restriction shall have a six (6) month grace period to either bring the Dwelling Unit into compliance with the terms of this restriction or to sell or otherwise transfer ownership of the Dwelling Unit (upon the occurrence of which, this restriction shall thereafter be effective as to the Dwelling Unit).

Except as expressly amended by this First Amendment, the Declaration shall remain in full force and effect. In the event of any conflict or inconsistency between this First Amendment and the Declaration, this First Amendment shall prevail. Unless otherwise defined herein, each capitalized term used in this First Amendment shall have the meaning given to such term in the Declaration.

[Signatures appear on the following pages]

SECRETARY'S ATTESTATION

PRESIDENT

I, MATTHEW LETTER, being the duly elected ~~Secretary~~ of the Islands Community Association, Inc., hereby attest that the foregoing First Amendment was approved by at a meeting duly called, at which the Members in person or by absentee ballot casting seventy-five percent (75%) of the votes cast voted affirmatively for the adoption of the amendment

By: [Signature]
~~Secretary, the Islands Community Association, Inc.,~~ PRESIDENT

State of Arizona)
) ss.
County of Maricopa)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 15th day of July, 2021, by Matthew Letter, the Secretary of the Islands Community Association, Inc., an Arizona nonprofit corporation, for and on behalf of the corporation.

My Commission Expires: 09-27-24

[Signature]
Notary Public

