

WHEN RECORDED RETURN TO:

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

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HoyP

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

This Second Amendment to the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for The Islands (the "Second Amendment") is made as of this 5th day of May, 2025, by The Islands Community Association, Inc., an Arizona nonprofit corporation (the "Association").

RECITALS

A. 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"). The Association is also subject to the First Amendment to the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for The Islands, recorded on July 2, 2021 in the Office of the Maricopa County Recorder at No. 2021-0728442 (the "First Amendment").

B. 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. This Second 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 I, Section Kk is hereby amended and restated in its entirety as follows:

Kk. "Tenant" shall mean a person occupying property in The Islands under any type of rental arrangement with a lease duration of no less than thirty (30) days.

2. Article IV, Section 4.5(h) is hereby amended and restated in its entirety as follows:

(h) Garbage. No garbage or trash or landscaping yard waste shall be placed on a Parcel except in sanitary, covered containers or dumpsters located within enclosed areas approved by the Architectural Review Committee. All trash and garbage and yard waste shall be regularly removed from each Parcel and shall not be allowed to accumulate thereon. Such removal shall occur at a minimum of once per week or more frequently to eliminate accumulation of debris if required. It is never permissible to blow or deposit yard waste into the Lakes or onto the Common Areas. In no event shall garbage, blight, debris, or yard waste be allowed to accumulate on any Parcel that creates a health or safety hazard.

3. Article IV, Section 4.5(w) is hereby amended and restated in its entirety as follows:

(w) Loitering. No loitering of any kind shall be permitted at any time on any Parcel or Common Area.

4. Article XI, Section 11.1 is hereby amended and restated in its entirety as follows:

Section 11.1. Organization. There shall be an Architectural Review Committee, organized as follows:

- (a) Committee Composition. The Architectural Review Committee shall consist of five (5) regular members and three (3) alternate members. A member shall not be required to satisfy any particular qualifications for membership beyond being a Member of the Association. One of the regular members must be selected from among the members of the Board and shall act as the chairperson of the committee. One of the alternate members must be selected from among members of the Board. In the event of absence or disability of the chairperson this alternate member shall, for the duration of the absence or disability of the chairperson, be elevated to active regular member and serve as acting chairperson of this Committee. If neither of these two Board members are available, the Chairperson may designate an acting Chairperson from among the other regular members of the Committee.
- (b) Alternate Members. In the event of the absence or disability of any regular members of said Committee, the committee chairperson may designate any of the alternate members to act as substitutes for the absent or disabled regular members for the duration of such absence or disability.
- (c) Terms of Office. Unless the members of the Architectural Review Committee have resigned or been removed, their terms of office shall be for a period of one (1) year, or until the appointment of their respective successors. Any new member appointed to replace a member who has resigned or been removed shall serve such member's unexpired term. Members who have resigned, been removed or whose terms have expired may be reappointed.
- (d) Appointment and Removal. Except as hereinafter provided, the right to appoint and remove the members of the Architectural Review Committee at any time, shall be and is hereby vested solely in the Board, provided however, that no member may be removed

from the Architectural Review Committee by the Board except by the vote or written consent of fifty-one percent (51%) of all of the members of the Board.

- (e) Resignations. Any member of the Architectural Review Committee may at any time resign from the Committee by giving written notice thereof to the Board.
- (f) Vacancies. Vacancies on the Architectural Review Committee, however caused, shall be filled by the Board. A vacancy or vacancies on the Architectural Review Committee shall be deemed to exist in case of death, resignation or removal of any member.

5. Article XI, Section 11.3 is hereby amended and restated in its entirety as follows:

Section 11.3. Meetings and Compensation. The Architectural Review Committee shall meet from time to time as necessary to perform its duties hereunder. If a Member of the Board is present, each meeting, whether conducted in person or virtually, will be chaired by a member of the Board of Directors as provided for under Section 11.1 (a). Subject to Subsection 11.1(b), the vote or written consent of a majority of its regular members, at a meeting or otherwise, shall constitute the act of the Architectural Review Committee. The Committee shall keep and maintain a written record of all actions taken by it. Although members of the Architectural Review Committee shall not be entitled to compensation for their services; consultants hired by such Committee, if such are authorized by the Board, may be entitled to compensation, at the discretion of the Board.

Except as expressly amended by this Second Amendment, the Declaration shall remain in full force and effect. In the event of any conflict or inconsistency between this Second Amendment and the Declaration, this Second Amendment shall prevail.

IN WITNESS WHEREOF, The Islands Community Association, Inc., and Arizona nonprofit corporation has executed this Second Amendment as of the day and year first written above.

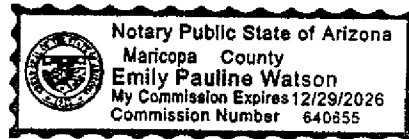
THE ISLANDS COMMUNITY ASSOCIATION, INC.,

~~an Arizona nonprofit corporation~~

By: [Signature]

Its: President

State of Arizona)
) ss.
County of Maricopa)



SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 5th day of May, 2025, by Matt Letter, the President of The Islands Community Association, Inc., an Arizona nonprofit corporation, for and on behalf of the corporation.

My Commission Expires: 12/29/2026

[Signature]
Notary Public

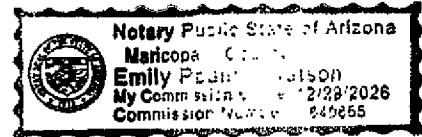
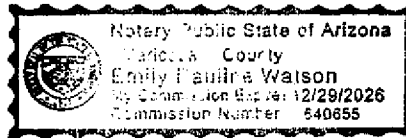
SECRETARY'S ATTESTATION

I, CHARLOTTE ADCOCK, being the duly elected Secretary of The Islands Community Association, Inc., hereby attest that the foregoing Second Amendment was approved by 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: Charlotte Adcock

Secretary, The Islands Community Association, Inc.

State of Arizona)
) SS.
County of Maricopa)



SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 5th day of May, 2025, by Charlotte Adcock, the Secretary of The Islands Community Association, Inc., an Arizona nonprofit corporation, for and on behalf of the corporation.

Emily Pauline Watson
Notary Public

My Commission Expires:

12/29/26

