

**SECOND AMENDMENT TO
AMENDED AND RESTATED BYLAWS
OF
DC RANCH COMMUNITY COUNCIL, INC.**

This Second Amendment to Amended and Restated Bylaws of DC Ranch Community Council, Inc. ("Second Amendment") is made and entered into this 28 day of March, 2024 (the "Effective Date") by and among the Board of Directors of DC Ranch Community Council, Inc., an Arizona nonprofit corporation (the "Corporation").

RECITALS

A. The Corporation duly promulgated and adopted the Amended and Restated Bylaws of DC Ranch Community Council, Inc. dated July 7, 1999, and as amended on September 26, 2008 ("Bylaws").

B. Pursuant to Section 7.6 of the Bylaws, the Bylaws may be amended by the Corporation's Board of Directors, provided such amendment does not remove, revoke, or modify any right or privilege of Declarant.

C. The Board of Directors of the Corporation now desire to amend the Bylaws in accordance with the terms and conditions of this Second Amendment.

AMENDMENT

NOW THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree as follows:

1. Recitals. The Recitals above are incorporated into this Second Amendment by reference and made a part hereof.

2. Definitions. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Bylaws.

3. Amendment to Section 4.1. Section 4.1 of the Bylaws is hereby amended by adding the following thereto:

"Throughout their term of office as Director, each Owner Director shall be in Good Standing. In the event an Owner Director is not in Good Standing, the Corporation will give the Owner Director written notice stating their failure to remain in Good Standing and provide the Owner Director 60 days to remedy such failure. If the Owner Director fails to be in Good Standing 60 days following the written notice, the Owner Director may be removed as a Director of the Corporation pursuant to Section 4.4 herein. "Good Standing" shall be defined as having no financial

obligation past due over 90 days owed to the Corporation, no unresolved covenant violations of the Community Standards and not a party to litigation with claims alleged against the Corporation.”


4. Effect of Amendment. Except as specifically amended hereby, the Bylaws shall remain in full force and effect in accordance with its original terms. In the event of any conflict or inconsistency between the terms of this Second Amendment and the Bylaws, the terms of this Second Amendment shall control.

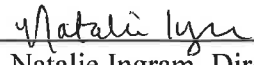
5. Counterparts. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Second Amendment. This Second Amendment may be executed by either or all parties by facsimile signature, and any such facsimile signature shall be deemed an original signature.

[Signature Page Follows]

IN WITNESS WHEREOF, the Board of Directors have executed this Second Amendment as of the Effective Date.

"BOARD OF DIRECTORS"


By: Ethan Knowlden, Director



By: Natalie Ingram, Director


By: Elizabeth Kepuraitis, Director


By: Ron Belmont, Director


By: Rolland Dickson, Director


By: Dinesh Kakwani, Director


By: Alex Townsend, Director