

After Recording Return To:  
SEB Legal, LLC  
PO Box 71565  
Salt Lake City, UT 84171

**AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF RESTRICTIVE  
COVENANTS, CONDITIONS, AND RESTRICTIONS OF  
KAUFMAN AND BROAD AT PILGRIMS LANDING**

This Amendment to the Amended and Restated Declaration of Restrictive Covenants, Conditions, and Restrictions for Kaufman and Broad at Pilgrims Landing (“Declaration”) is executed on the date set forth below by Harbor Point Home Owners Association (“Association”).

RECITALS

A. Real property in Utah County, Utah, known as Kaufman and Broad at Pilgrims Landing was subjected to covenants, conditions, and restrictions pursuant to a Declaration recorded on November 18, 2008, in the Utah County Recorder’s Office as Entry No. 119013:1998;

C. The original declaration was amended and restated on October 16, 2009, in the Utah County Recorder’s Office as Entry No. 109378:2009;

B. This amendment shall be binding against the property described in EXHIBIT A and the Declaration, and any amendment, annexation, or supplement thereto;

C. This amendment is intended to place restrictions on the leasing of Lots;

D. The President and Secretary certify that this Amendment was approved by the affirmative vote of at least 67% of the total votes of the Association as required by Declaration Article XIII, Sections 13.01;

**NOW, THEREFORE**, the Association, by and through its Board, hereby amends the Declaration as follows:

**Declaration Article VIII, Section 8.10 is amended in its entirety to state the following:**

**Section 8.10 Leasehold Restrictions**

The leasing of a Lot by any Owner shall be subject to the following restrictions so long as the property shall be owned in accordance with the terms and conditions of this Declaration:

- (a) “Leasing or renting” of a Lot means the granting of a right to use or occupy a Lot for a specific term or an indefinite term in exchange for the payment of rent (money, property or other goods or services of value); but shall not mean and include joint ownership of a Lot by means of joint tenancy, tenancy-in-common, or other forms of co-ownership.

(b) An Owner may not lease a Lot unless the Owner has occupied the Lot and Dwelling for at least one year prior to leasing (“Year-Occupancy Rule”).

(c) All leases and lessees shall be subject to the provisions of the Project Documents. Any Owners who leases his/her Lot shall be responsible for assuring the Residents’ compliance with the Project Documents. Any violation of the Project Documents by the tenant/lessee and/or their guests and invitees shall be a material violation of the lease agreement.

(d) The Owner shall provide the tenant or lessee with a copy of the Project Documents then in effect and shall take a receipt for delivery of the Project Documents. In the event the Project Documents are amended, revised, changed, or supplemented by the Association, the Owner shall provide the tenant or lessee with a copy of the amendments, revisions, changes, or supplements within ten (10) calendar days of adoption by the Association, its Board of Trustees, or its membership.

(e) All leases shall be in writing, a copy of which shall be submitted to the Association immediately upon execution.

(f) Any Owner who is leasing his/her Lot prior to this Amendment being recorded with the Utah County Recorder may continue renting their Lot without being subject to the Year-Occupancy Rule until such time as:

- (i) the Owner re-occupies the Lot; or
- (ii) an officer, owner, member, trustee, beneficiary, director, or person holding a similar position of ownership or control of an entity or trust that holds an ownership interest in the Lot, re-occupies the Lot; or
- (iii) upon the conveyance, sale, or other transfer of the Lot by deed; or
- (iv) the granting of a life estate in the Lot, or
- (v) the sale or transfer of more than 75% of the business entity’s share, stock, membership interest, or partnership interests in a 12-month period if the Lot is owned by a limited liability company, corporation, partnership, or other business entity.

(g) The Board shall offer the following exemptions to the Year-Occupancy Rule in cases such as:

- (i) an Owner is in the military for the period of Owner’s deployment;
- (ii) a Lot is occupied by an Owner’s parent, child or sibling;
- (iii) an Owner whose employer has relocated the Owner for no less than two (2) years; or

(iv) a Lot is owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of:

- 1) a current resident of the Lot; or
- 2) the parent, child, or sibling of the current resident of the Lot.

(h) The Owner of the Lot is responsible for the full cost of any damages to the property maintained by the Association that was caused by the tenant/lessee, or any of their invitees or guests.

(i) Failure by an Owner to take legal action against his/her Resident who is violation of Project Documents within ten (10) days after deliver of written demand to do so from the Board, shall entitle the Association to take any and all such action for and in behalf of said Owner and as his/her agent, including but not limited to the institution of legal proceedings on behalf of such Owner against his or her Resident for eviction, injunctive relief, or damages. Neither the Association nor any agent retained by the Association to manage the Project shall be liable to the Owner or Resident for any legal action commenced under this Section that is made in good faith. Any expenses incurred by the Association, including reasonable attorneys' fees with or without suit, in enforcing the provisions of this Section shall be an Individual Assessment.

(j) In the event that a Lot is leased or rented, and the Owner fails to pay their regular, special, individual, or any other assessment, the Board may demand that the tenant pay his or her rental payment to the Association until such time as the delinquent assessment is cured.

IN WITNESS WHEREOF, the Board has executed this Amendment to the Declaration as of the \_\_\_ day of \_\_\_\_\_, 2017.

**SIGNATURES ON FOLLOWING PAGE**



**EXHIBIT A**  
**Legal Description**

ALL OF LOTS 1 THROUGH 65 KAUFMAN AND BROAD AT PILGRIMS LANDING  
SUBDIVISION PLAT ONE AS SHOWN ON THE MAPS AS RECORDED IN THE UTAH  
COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcel Nos: 44:124:0001 through 44:142:0061

ALL OF LOTS 66 THROUGH 132 KAUFMAN AND BROAD AT PILGRIMS LANDING  
SUBDIVISION PLAT TWO AS SHOWN ON THE MAPS AS RECORDED IN THE UTAH  
COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcel Nos: 44:126:0066 through 44:126:0092; and  
Parcel Nos: 44:126:0092 through 44:126:0132; and  
Parcel Nos: 44:126:138; 44:126:0140; and 44:126:0500

ALL OF LOTS 133 THROUGH 209 KAUFMAN AND BROAD AT PILGRIMS LANDING  
SUBDIVISION PLAT THREE AS SHOWN ON THE MAPS AS RECORDED IN THE UTAH  
COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcel Nos: 44:157:0133 and all other parcels found in Plat Three.

ALL OF LOTS 65 AND 210 THROUGH 252 KAUFMAN AND BROAD AT PILGRIMS  
LANDING SUBDIVISION PLAT FOUR AS SHOWN ON THE MAPS AS RECORDED IN  
THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcel Nos: 44:156:0210 and all other parcels found in Plat Four.

ALL OF LOTS 50 AND 254 KAUFMAN AND BROAD AT PILGRIMS LANDING  
SUBDIVISION PLAT FIVE AS SHOWN ON THE MAPS AS RECORDED IN THE UTAH  
COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcel Nos: 44:154:0050 and all other parcels found in Plat Five.