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RANDALL A. COVINGTON
UTAH COUNTY RECORDER
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FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR

THE VILLAS AT MAPLEWOOD GROVE
a Utah Condominium Project
Pleasant Grove, Utah

DECLARANT:

PG Villas, L.L.C.
A Utah limited liability company

WHEN RECORDED RETURN TO:

PG Villas, L.L.C
65 East 1250 North
American Fork, Utah 84003
(801) 836-9435

**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR THE VILLAS AT MAPLEWOOD GROVE
(a Utah Condominium Project)**

This First Amendment to the Declaration of Condominium for The Villas At Maplewood Grove is made and executed by John Ogden, President of The Villas at Maplewood Grove HOA and manager of Declarant, PG Villas, LLC, a Utah limited liability company, of 865 West 260 South, Pleasant Grove, Utah 84062 (the "Declarant"). This amended declaration is applicable to all Plats for the Villas at Maplewood Grove including Plats A, B, C, D. This amendment shall serve as an addendum to that "Declaration of Condominium for the Villas at Maplewood Grove", previously recorded with the Utah County Recorder on April 8, 2005 as entry no: 36922:2005.

RECITALS

1. WHEREAS, Pursuant to Article III, subsection 32, paragraph (a) of the Declaration of Condominium for The Villas At Maplewood Grove as described above permits Declarant to unilaterally amend said Declaration "without any additional approval required" until after termination of the Declarant's Period of Control, and
2. WHEREAS, Declarant is at present within "Declarant's Period of Control" as defined in the above-described Declaration, and
3. WHEREAS, Declarant finds it necessary and beneficial to the project to amend the Declaration on various points and provisions as will be stated hereafter,

AMENDMENT

NOW THEREFORE, the Declaration of Condominium for the Villas at Maplewood Grove is hereby amended, applicable to Plats A, B, C and D, as follows:

1. **Article III, Section 8, Subparagraph e) shall be amended to add a subparagraph (20) which shall read as follows:**

(20) *Sign Ordinance.* Signs of any type (Real Estate "Sale" or "For Rent" included) are allowed only in windows, or balconies. No signs are allowed in the grass, planter areas or roads of the community. Signs must be no larger than 18" x 24" in total size. There can not be more than one sign of any type displayed at the same time in or on any one unit. Notwithstanding anything stated herein to the contrary, Declarant and its agents or contractual assigns are exempted from this ordinance for the time period in which Declarant is actively selling units in the development.

2. **Article III, Section 9. (Leases) shall be amended in its entirety to state as follows:**

9. Leases/Owner-Occupancy Regulation. Any units that were originally sold/closed on as owner occupied must remain owner occupied units unless approved by the HOA board and not to exceed the original owner occupied/rental ratios that existed

when the units were sold. This will be provided by the developer on an ongoing process until the project is sold out and then the ratio will be fixed from that time forward.

a) Renter Definition. For purposes of this Section an Owner may not rent from him or her self individually, in any other name or capacity or through any other entity.

b) Minimum Term of Lease. No Unit shall be rented or leased for hotel or transient purposes. Any lease or rental agreement for a period of less than one (1) year shall be deemed to be for transient purposes.

c.) Copy of Lease to HOA. Owners are required to provide the Board with a copy of the lease or rental agreement, showing: (a) the date of initiation, and (b) the date of termination of the lease or agreement.

d) Waiting List. The Board shall maintain a waiting list of Owner's names that desire to lease or rent their Units. The Board will maintain an up-to-date written record of Units rented in order to substantiate the Owner/Occupancy Ratio which will remain as originally sold.

e) Exception. In the event that an Owner, due to certifiable medical reasons or other justifiable reasons such as: sabbatical leave, church service, etc., as determined by the Board, is unable to occupy his or her unit for a period in excess of four months, the Owner may seek permission to lease or rent the Unit by making application to the Board. Upon approval by the Board, the Owner may be granted an exception to the Owner/Occupancy Ratio. The exception shall be granted for a period not to exceed 24 months and only so long as the Owner/Occupancy

f) Application for Rental Occupancy. Any Owner who desires to rent his or her Unit shall submit an Application for Rental Occupancy to the Board. Approval is subject to maintaining the same ratios as originally sold in the complex. If the Ratio of rentals is below the set limits, the Board will send a written confirmation of approval within 30 days. Applications shall be considered on a first-come, first-served basis except that applications will be considered in the following order of priority, regardless of the date submitted:

- i. Owners who own only one Unit and have occupied that Unit for more than five years.
- ii. Owners who own only one Unit and have occupied that Unit for two to five years.
- iii. Owners who own only one Unit and have³ occupied that Unit for less than two years.
- iv. Owners who own more than one Unit and occupy one of those Units.
- v. Owners who own only one Unit and do not occupy that Unit.
- vi. Owners who own more than one Unit and do not occupy any of their Units.

g) Existing Rentals Grandfathered. All Units rented at the time this Amendment is recorded will be "grandfathered", meaning that they may continue to be rented

until sold, otherwise transferred or occupied by the owner regardless of the current Owner/Occupancy Ratio. To qualify for this privilege, an Owner renting a Unit must submit a copy of the rental agreement or lease and tenant application to the Board within 30 days of the date this Amendment is recorded. To continue rental privileges after the current rented Unit is sold, otherwise transferred or the owner occupies it, the Unit owner must submit an Application for Rental Occupancy to the Board. Approval of the Application can only be granted if the total number of lease or rental Units is less than the original approved ratios as defined by the original sales type.

h) Documents to Tenant. Any Owner permitted to lease or rent his or her Unit according to this policy must provide the tenant with a copy of this Amendment.

i) Violation and Enforcement. If an Owner rents or leases a Unit without submitting the required Application or after the Board has denied an Application, the Board may assess a fine of at least \$300.00 for each occurrence and at least \$20.00 per day against the Owner until the rental is terminated or Board approval is obtained. The amount of the minimum fines may be increased via the Declaration of Condominium or Rules and Regulations.

3. Article III, Section 43 (Fines) shall be amended in its entirety to state as follows:

43. Fines. To clarify a schedule of fines, procedures for fining, and procedures for hearings to ensure that the fining process complies with Utah law and is fair to all parties involved the following resolution was properly adopted by the necessary vote of the Management Committee in compliance with the provisions of the Bylaws of Villas at Maplewood Grove Homeowners Association, Inc.

a) Violation Defined. Any violation of the Declaration, rules and regulations, and Bylaws shall be subject to a fine. The following schedule of fines is adopted:

b) Schedule of Fines:

- i 1st violation: \$100
- ii 2nd violation or failure to cure after 1st violation: \$250
- iii 3rd violation or failure to cure after 2nd violation: \$500;
- iv 4th violation and all other subsequent violations or failure to cure after 3rd violation or subsequent violations: \$1000 additional fines or legal action.
- v. Enforcement remedies are cumulative; accordingly, the Management Committee reserves its right to pursue any enforcement action authorized by law of the Declaration at any time during the fining process.

c) Procedure. The following procedures will be followed prior to levying a fine:

- i. *Notice of Violation:* All owners will be given a written notice of violation describing the violation and stating a time to cure the violation prior to a fine being levied.

- ii. *Time to Cure:* All owners will be given a minimum of forty-eight (48) hours to cure a violation before a fine will be levied. The Committee in its discretion may grant a cure period exceeding forty-eight (48) hours if the Committee determines that forty-eight (48) hours is an unreasonable time period to cure the violation in question.
- iv. *Hearing:* If a fine is levied, the offending Owner shall have the right to request an informal hearing with the Management Committee to protest or dispute the fine. A request for hearing must be made in writing within thirty (30) days from the date the fine is levied. Notice shall be deemed to have been received three (3) days after mailing via USPS first-class mail, postage prepaid. If a request for hearing is not received by the Management Committee, or their designated agent, within thirty-three (33) days from the date the fine is levied, the fine shall be deemed to be uncontested and the Owner forfeits their right to hearing. A request for hearing shall be delivered to Villas @ Maplewood Grove HOA, c/o Advantage Management, PO Box 1006, Orem, UT 84059-1006. The hearing shall be conducted in accordance with the procedures adopted by the Management Committee.
- v. *Collection of Fines:* Pursuant to Utah Code Ann. § 57-8-37, fines shall be collected in the same manner as past due assessments.

d) Procedure for informal hearing. That the following procedures shall govern an informal hearing of the Management Committee:

- i. *Scheduling a Hearing/Continuances/Failure to Appear:* The hearing shall, within reason, be conducted at the next regularly scheduled Committee meeting. The Committee shall give notice of the date, time, and location of the hearing to the requesting Owner. Notice of the hearing shall be delivered to the requesting Owner by USPS first-class mail, postage prepaid, or by hand delivery. No other Owners or parties shall be entitled to notice of the hearing. If the hearing date is unacceptable to the requesting Owner, they shall be entitled to one (1) continuance of the hearing date. To receive a continuance, the requesting Owner shall deliver a written request for continuance to the Association. The request must be received by the Association prior to the original hearing date. The continued hearing shall, within reason, take place at the second Committee meeting after the receipt of the original request for hearing. Failure by a requesting Owner to appear at a hearing or continued hearing shall result in a waiver of the requesting Owner's right to hearing and the fine shall be deemed uncontested.
- ii. *Hearing Procedures/Decision:* The hearing shall be conducted by a minimum of three (3) Committee members. The requesting Owner shall be given fifteen (15) minutes to dispute the fine. The requesting Owner may present documentation or witnesses to dispute the fine. The Committee may question the requesting Owner or witnesses during the hearing. After hearing the requesting Owner's position and evidence, the Committee may

either render its decision at the hearing or take the evidence and argument under advisement. If the Committee takes the evidence under advisement, they shall render a final decision within seven (7) days of the hearing. Once a decision is rendered, the Committee shall give written notice of their decision to the requesting owner. As part of the decision, the Committee shall state that payment of the fine is due within one hundred eighty (180) days or interest and late fees will accrue.

4. Article III, section 4 (allocation of Profits, Losses and Voting Rights) shall be amended to add the following second paragraph:

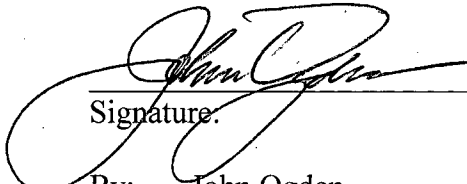
Each unit owned by the builder or not yet constructed in the project will get 10 votes per unit. For example: The owner/builder still has 200 units to complete construction the owner builder would have 2000 votes out of a possible 2052 (52 votes from built units).

5. All other provisions of the Declaration of Condominium for the Villas at Maplewood Grove, previously recorded with the Utah County Recorder on April 8, 2005 as entry no: 36922:2005 which are not in contradiction with these amendments shall remain fully enforceable as written against all owners, whether taking their interest previous, concurrent or subsequent to this amendment. Any provision or term found to have multiple reasonable interpretations shall be interpreted according to that interpretation most compatible with these amendments. Any provision, the interpretation of which cannot be made compatible with these amendments shall be disregarded as unenforceable and in any case, these amendments shall take priority.

--- SIGNATURE PAGE TO FOLLOW ---

Dated this 4 day of MARCH 2008.

PG Villas, L.L.C.,
A Utah limited liability company
The Villas at Maplewood Grove HOA



Signature.

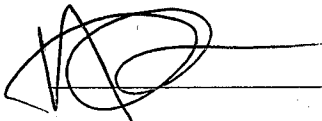
By: John Ogden
Manager, Member of PG Villas, L.L.C. (Declarant)
President, The Villas at Maplewood Grove HOA

STATE OF UTAH

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COUNTY OF UT AH

On the 4 day of March, 2008, personally appeared before me John Ogden, who by me being duly sworn, did say that he is the manager of PG Villas, L.L.C., a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said Company by authority of its Articles of Organization or a resolution of its Members, and said John Ogden duly acknowledged to me that said Company executed the same.



NOTARY PUBLIC

Residing At: Orin, Utah
Commission Expires: 5/23/2009

