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ENT 23428:2014 PG 1 of 9  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2014 Apr 09 1:06 pm FEE 131.00 BY CLS  
RECORDED FOR VIAL FOTHERINGHAM LLP

WHEN RECORDED, RETURN TO:

Vial Fotheringham LLP  
602 East 300 South  
Salt Lake City, UT 84102

**AMENDMENT TO THE DECLARATION  
FOR EASTGATE TOWNHOMES:  
A UTAH PLANNED UNIT DEVELOPMENT PROJECT**

This Amendment to the Declaration of Covenants, Conditions and Restrictions for Eastgate Townhomes ("Amendment") is made by the Eastgate Townhomes Owners Association ("Association") on the date set forth below and shall be effective upon recording in the Utah County Recorder's Office and shall apply retroactively.

**RECITALS**

WHEREAS, the real property in Utah County, Utah, known as Eastgate Townhomes was subjected to certain covenants, conditions, and restrictions pursuant to a Declaration recorded on February 15, 2005 as Entry No. 15937:2005 ("Declaration"), in the records of Utah County, Utah; and

WHEREAS, this Amendment shall be binding against the property described in EXHIBIT A and the Declaration and any annexation or supplement thereto; and

WHEREAS, pursuant to Article XXVII of the Declaration, owners representing 66-2/3% of the the Project have approved this Amendment.

NOW THEREFORE, the amendment to the Declaration of Condominium, recorded by Utah County on September 27, 2010, entry number 81738, is hereby stricken and deleted in its entirety. (See Exhibit B).

CERTIFICATION

The foregoing Amendment to the Declaration was duly approved by at least 66-2/3% of the Owners as required by Article XXVII of the Declaration.

EXECUTED this 6 day of February, ~~2013~~ 2014

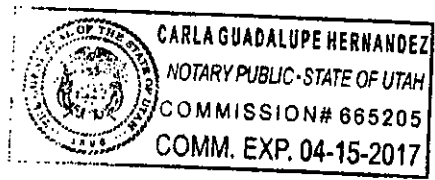
Bank Bril, President  
Authorized Member of the Management Committee  
of The Eastgate Townhomes Owners Association

STATE OF UTAH )  
) SS:

COUNTY OF UTAH )  
2014

On the 6 day of February ~~2013~~, personally appeared before me  
Brandon Bailey, who by me being duly sworn, did say that he/she is a member  
of the Management Committee, and also the President of The Eastgate Townhomes Association and that  
he/she is authorized by the Management Committee to execute this amendment, and that the foregoing  
instrument was duly approved by The Eastgate Townhomes Association as required by the Declaration.

Carla Guadalupe Hernandez  
Notary Public



# EXHIBIT A

## LEGAL DESCRIPTION AND UNIT PARCEL NUMBERS

**Description of Land.** The land on which this amendment takes effect is particularly described as the following:

Commencing at a point which is North 89° 19'10" East 520.76 feet along the Section line and North 1136.05 feet from the South quarter corner of Section 7, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence as follows: North 89° 39'42" West 111.82 feet; thence North 45° 00'00" West 145.29 feet; thence North 00° 13'42" West 27.92 feet; thence South 89° 37'15" East 226.60 feet; thence North 00° 26'38" West 28.00 feet; thence South 89° 35'34" East 100.74 feet; thence South 89° 46'37" East 99.71 feet; 00° 113'23" West 28.00 feet; thence South 00° 18'04" West 52.10 feet; thence South 00° 20'18" West 36.41 feet; thence South 62° 49'16" West 142.07 feet to the point of the beginning. Contains 1.8371 acres.

And,

Beginning at a point which is 89° 19'10" East 600.60 feet and North 59.97 feet from the south quarter corner of Section 7, Township 7 South, Range 3 East, Salt Lake City Base and Meridian and thence running South 89° 44'35" West 274.42 feet; thence North 81° 55'13" West 1.49 feet; thence North 00° 14'24" East 286.94 feet; thence North 89° 51'13" East 273.10 feet; thence South 00° 19'05" East 286.61 feet to the point of the beginning. Contains 1.8078 acres.

And,

Beginning at a point which is North 1296.06 feet and East 490.96 feet from the south quarter corner of Section 7, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence North 00° 09'55" East 92.59 feet; thence South 89° 46'37" East 77.00 feet; thence South 00° 09'55" West 92.50 feet; Thence North 89° 50'42" West 77.00 feet to the point of the beginning. Contains 0.1636 acres more or less.

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property, whether or not the same are reflected on the Plat.

Lots 1 through 17, Plat A, Eastgate PUD, as shown on the official plat thereof on file in the Utah County Recorder's Office, Utah.

Parcel Nos: 38:198:0001 and all others in Plat A Eastgate PUD.

Lots 18 through 30, Plat B, Eastgate PUD, as shown on the official plat thereof on file in the Utah County Recorder's Office, Utah.

Parcel Nos: 38:201:0018 and all others in Plat B Eastgate PUD.

Lots 31 through 49, Plat C, Eastgate PUD, as shown on the official plat thereof on file in the Utah County Recorder's Office, Utah.

Parcel Nos: 38:220:0031 and all others in Plat C Eastgate PUD.

Lots 50 through 66, Plat D, Eastgate PUD, as shown on the official plat thereof on file in the Utah County Recorder's Office, Utah.

Parcel Nos: 38:230:0050 and all others in Plat D Eastgate PUD.

Lots 67 through 79, Plat E, Eastgate PUD, as shown on the official plat thereof on file in the Utah County Recorder's Office, Utah.

Parcel Nos: 38:236:0067 and all others in Plat E Eastgate PUD.

Lots 80 through 103, Plat F, Eastgate PUD, as shown on the official plat thereof on file in the Utah County Recorder's Office, Utah.

Parcel Nos: 38:255:0080 and all others in Plat F Eastgate PUD.

Lots 104 through 106, Plat G, Eastgate PUD, as shown on the official plat thereof on file in the Utah County Recorder's Office, Utah.

Parcel Nos: 38:361:0104 and all others in Plat G Eastgate PUD.

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property, whether or not the same are reflected on the Plat.

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~~Rodney D. Campbell~~  
~~UTAH COUNTY RECORDER~~  
2010 Sep 27 3:18 PM FEE 123.00 BY SS  
~~RECORDED FOR KIRK A. CULLINORE & ASSOCIA~~  
~~ELECTRONICALLY RECORDED~~

AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM

This Amendment to the Declaration of Condominium ("Declaration") that established a condominium project known as Eastgate Townhomes is executed on the date set forth below by The Eastgate Townhomes ("Association") having received the necessary approvals of the Owners.

RECITALS

A. Real property in Utah County, Utah, known as Eastgate Townhomes was subjected to certain covenants, conditions, and restrictions pursuant to a Declaration recorded February 15, 2005 as Entry No. 15937:2005, in the records of Utah County, Utah;

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

C. This amendment is intended to prevent higher insurance rates, higher mortgage rates or the inability to obtain a mortgage, lower property values, higher crime, and a higher rate of rules and covenants violations, which are associated with communities with a high level of investor owned Units;

D. The Association deems a rental restriction in the best interests of the owners, their health, safety and welfare and also deems a rental restriction necessary to preserve the pool of prospective buyers by ensuring the qualification of the project for financing, preserving the aesthetic appeal of the community, and ensuring competitive appreciation of the Units.

E. Pursuant to Article X, Section 10.01, of the Bylaws, owners representing more than 66-2/3% of the Total Votes have approved this Amendment;

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

Article IX of the Declaration is hereby amended to add Section 4 (c), Leases:

(c) Leases. Notwithstanding anything to the contrary contained in the Declaration, the leasing or renting of any Unit within the Project shall be governed by this Section. "Lease" or "rent" shall mean allowing another the right to occupy the Unit in exchange for something of value.

11.18.1. Rental Lease Limit. No owner may lease or rent any Unit for a period of less than twelve (12) consecutive months. No Unit may be rented or leased if the rental or lease results

more than 35% of the Units ("Rental-Lease Limit") being rented or leased at the same time (including Grandfathered Units).

11.18.2. Application and Approval. Prior to renting or leasing any Unit, an owner shall apply to the Board for approval. The Board shall review the application and make a determination of whether the rental or lease will exceed the Rental-Lease Limit or violates the Occupancy Requirement. The Board shall:

11.18.2.1. Approve the application if it determines that the rental or lease complies with the minimum lease term and will not exceed the Rental-Lease Limit; or

11.18.2.2. Deny the application if it determines that the rental or lease of the Unit does not comply with the minimum lease term or will exceed the Rental-Lease Limit.

11.18.3. Hardship Exemption. In an effort to avoid undue hardships or practical difficulties such as the owner's job relocation, disability, military deployment, charitable service, estate planning or other similar circumstances, the Board shall have sole discretion to approve an owner's application to temporarily rent or lease the owner's Unit.

The Board may not approve an application to rent or lease less than the owner's entire Unit.

11.18.4. Multiple Unit Ownership. An owner is not eligible to rent more than one Unit until the pending applications of:

11.18.4.1. All owners who are not currently renting or leasing a Unit have been approved; and

11.18.4.2. All owners who are currently renting or leasing fewer Units than the applicant have been approved.

11.18.5. Review of Rental Applications. Applications from an owner for permission to rent or lease shall be reviewed and approved or denied by the Board pursuant to the following:

11.18.5.1. The Board shall review applications for permission to rent or lease in chronological order based upon the date of receipt of the application. Within ten (10) business days of receipt, the Board shall approve or deny an application and shall notify the owner within fifteen (15) business days of receipt of the application if permission is not given and the reason for the denial. If the Board fails to notify the Owner within fifteen (15) days of receipt of the application, the application shall be deemed to be denied.

11.18.5.2. If an owner's application is denied, the applicant may be placed on a waiting list according to the date the application was received so that the owner whose

application was earliest received will have the first opportunity to rent or lease.

11.18.6. Application Form; Approval Process; Waiting List. An application form, the application and approval process, a waiting list, and any other rules deemed necessary by the Board to implement a rental restriction shall be established by rules adopted by resolution of the Board consistent with any adopted rental restriction amendments, if any.

11.18.7. Lease Agreement. All owners shall use and provide the Board with a copy of a written lease agreement, which shall be kept on file with the books and records of the Association so that the Association may determine the number of Units rented or leased. All leases shall require the tenant to obey and be subject to the Declaration, Bylaws and rules and regulations of the Association. Owners shall provide tenants with a copy of the Declaration, Bylaws, and rules and regulations.

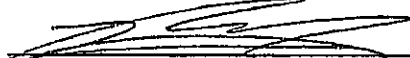
11.18.8. Recovery of Costs and Attorney Fees. The Association shall be entitled to recover from the offending owner its costs and attorney's fees incurred for enforcement of any rental restriction amendments that are adopted by the Members of the Association, regardless of whether any lawsuit or other action is commenced.

11.18.9. Grandfather Clause. As of the date of recording of this amendment, any owner that is currently renting or leasing a Unit ("Grandfathered Owner") may continue to rent or lease their Unit until such time as the Unit is sold or title is otherwise transferred to a new owner of record. Title shall have transferred if more than 75% membership interest in a limited liability company or 75% of the shares in a corporation has been sold within a consecutive twelve (12) month period. However, notwithstanding the grandfather provision above, a Grandfathered Owner shall use a written lease agreement beginning at the commencement of the next lease term after the date of this amendment.

11.18.10. Termination of Lease or Rental Agreement for Violations. In addition to any other remedies available to the Association, the Board may require the owner to terminate a lease or rental agreement if the Board determines that any lessee or tenant has violated any provision of this Declaration, the Articles of Incorporation, the Bylaws, or any amendments thereto, or the Rules and Regulations adopted thereto.

IN WITNESS WHEREOF, the Association, by and through its Board, has executed this Amendment to the Declaration as of the 26 day of July, 2010, in accordance with Article X of the Declaration.

EASTGATE TOWNHOMES

  
\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

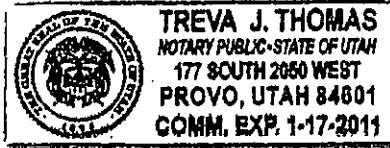
STATE OF UTAH (County of Utah)

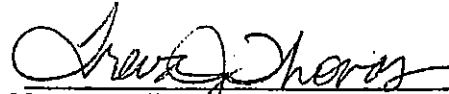
# Exhibit B

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On the 26 day of July, 2010, personally appeared Russ Mackay  
and \_\_\_\_\_ who, being first duly sworn, did that say that they are  
the President and Secretary of the Association and that the seal affixed to the foregoing instrument is  
the seal of said Association and that said instrument was signed and sealed in behalf of said  
Association by authority of its Board; and each of them acknowledged said instrument to be their  
voluntary act and deed.



  
Notary Public for Utah



# Exhibit B

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## EXHIBIT A LEGAL DESCRIPTION

Lots 1 through 17, Plat A, Eastgate PUD, as shown on the official plat thereof on file in the Utah County Recorder's Office, Utah.

Parcel Nos: 38:198:0001 and all others in Plat A Eastgate PUD.

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Parcel Nos: 38:210:0018 and all others in Plat B Eastgate PUD.

Lots 31 through 49, Plat C, Eastgate PUD, as shown on the official plat thereof on file in the Utah County Recorder's Office, Utah.

Parcel Nos: 38:220:0031 and all others in Plat C Eastgate PUD.

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