

After Recording Return To:  
The Law Offices of Kirk A. Cullimore  
644 East Union Square  
Sandy, UT 84070

**AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM**

This Amendment to the Declaration of Condominium (“Declaration”) that established a community known as Haymaker Retreat Condominiums is executed on the date set forth below by the Haymaker Retreat Condominium Owners Association (“Association”) having received the necessary approvals of the homeowners.

RECITALS

A. Certain real property in Utah County, Utah, known as the Haymaker Retreat Condominiums was subjected to certain covenants, conditions, and restrictions pursuant to a Declaration recorded December 30, 2004, as Entry No. 145867:2004, 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;

E. 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;

F. This amendment is also intended to prohibit smoking on the property of the Association. Smoking is considered a nuisance of which the Association would like to prohibit;

G. 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.

H. The Association is not required to obtain Mortgagee Approval under Article X.

I. Under Section 13.03 of the Declaration, and Section 13 of the Bylaws, owners representing more than sixty percent (60%) of the voting interests have approved this Amendment;

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

**Article I, “Mortgagee” definition of the Declaration is hereby amended in its entirety to read as follow (this amendment shall not affect any Mortgagee existing prior to the date of this amendment):**

Mortgagee. Mortgagee shall mean a holder, insurer or guarantor of a first mortgage on a Unit or the beneficiary, insurer or guarantor of a first deed of trust on a Unit, which has made a written request for notice

in accordance with this Declaration. Mortgagee may also be referred to as "Eligible Mortgagee."

**Article VI, Section 6.04 of the Declaration is hereby repealed and amended in its entirety to read as follows:**

6.04 Leases Notwithstanding anything to the contrary contained in the Declaration, the leasing of any Unit within Haymaker Retreat 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. The Association may charge a fee to the owner to reimburse the Association for the added costs and expenses associated with administering rentals. The fee shall be set by rule and shall be collectible in the same manner as assessments.

(a) Occupancy Requirement. Owners and Units shall be subject to the following restrictions:

(i) No owner may lease or rent less than the entire Unit without Board approval and no owner may lease or rent any Unit for a period of less than twelve (12) consecutive months.

(ii) No Unit may be rented or leased if the rental or lease results in more than thirty percent (30%) of the Units ("Rental-Lease Limit") being rented or leased at the same time (including Grandfathered Units).

(b) 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 Owner has performed the necessary tenant screening, and that the rental or lease will not exceed the Rental-Lease Limit, or violate the Occupancy Requirement. Satisfactory tenant screening shall consist of a criminal background check showing no felony convictions. Owners shall be responsible for all costs associated with tenant screening. The Board shall:

(i) Approve the application if it determines that the rental or lease will not exceed the Rental-Lease Limit and Occupancy Requirement and the Owner provides satisfactory proof of tenant screening; or

(ii) Deny the application if it determines that the rental or lease of the Unit will exceed the Rental-Lease Limit, the Owner has not complied with the Occupancy Requirement, or the Owner has not performed satisfactory tenant screening.

(c) 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 sales and disputes 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.

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

(i) All owners who are not currently renting or leasing a Unit have been approved;  
and

(ii) All owners who are currently renting or leasing fewer Units than the applicant

have been approved.

(e) 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:

(i) 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. If the Board fails to approve or deny an application within the ten (10) day timeframe, it shall be deemed denied.

(ii) 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.

(f) 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.

(g) Approved 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. The lease agreements shall subject the tenants or renters to each and every provision of the Declaration and the rules and regulations of the Association.

(h) Violations of Rental Restrictions. If an owner fails to submit the required application, fails to use and submit a copy of a written lease agreement for each tenant, and rents or leases any Unit, and/or rents or leases any Unit after the Board has denied the owner's application, the Board may assess fines against the owner and the owner's Unit in an amount to be determined by the Board pursuant to a schedule of fines adopted in accordance with Utah law. In addition, regardless of whether any fines have been imposed, the Board may proceed with any other available legal remedies, including but not limited to, an action to terminate the rental or lease agreement and removal of any tenant or lessee.

(i) 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.

(j) 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 and submit written lease agreements beginning at the commencement of the next lease term after the date of this amendment. Rental of individual rooms or Owners with roommates shall not be Grandfathered Owners.

(k) 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.

**Article VI, Section 6.05(e) of the Declaration is hereby amended in its entirety to read follows:**

(e) Vehicles shall not be parked in front of garages on shared driveways, vehicles in excess of ¾ ton trucks shall not be parked in front of Units overnight, nor shall any vehicle be repaired, disassembled, or reassembled on any Common Area, garage apron, public street, or designated guest parking in the Project.

**Article VI, Section 6.05(g) of the Declaration is hereby amended in its entirety to read follows:**

(g) Trash receptacles shall only be put on the curb the night before trash day and shall be removed from the curb on trash day. Trash receptacles shall be stored off curb in a location approved by the Board.

**Article VI, Section 6.05(h) of the Declaration is hereby amended in its entirety to read follows:**

Unit interior windows shall be covered within 30 days of occupancy with permanent window coverings.

**Article VI, Section 10.06 of the Declaration is hereby amended in its entirety to read follows:**

10.06 Exterior Maintenance. In connection with its duty to maintain Common Areas, the Board will provide maintenance upon the exterior of the Buildings, clubhouse, and recreational amenities as follows: paint, repair, replace, or otherwise care for, as needed, roofs, gutters, downspouts, exterior surfaces, trees, shrubs, grass, walks, driveways, parking areas, and other exterior improvements, except glass surfaces, unless such surfaces are part of Common Areas. Costs of such maintenance items shall be Common Expenses.

**Article XI, Section 11.07 of the Declaration shall be amended to remove any reference to Section 12.10 of the Declaration.**

**Article XII, Section 12.08 of the Declaration is hereby amended in its entirety to read as follows:**

12.08 Special Assessments. The Association may levy in any assessment year, a special assessment ("Special Assessment"), applicable for that year only, for the purpose of defraying, in whole or in part, (a) the cost of any construction, reconstruction, repair or replacement of the exterior of the Units or the Common Areas; or (b) payment of any expense not reasonably capable of being paid from the funds generated by the Annual Assessment; provided that such assessment shall be under fifteen percent (15%) of the total budget and anything more than that must first be approved by fifty-one percent (51%) of the votes of a quorum of Owners voting in any manner authorized in the Bylaws.

**Article XII, Section 12.10 of the Declaration is hereby repealed in its entirety.**

**Article XII, Section 12.13 of the Declaration shall be amended in its entirety to read as follows:**

12.13 Effect of Nonpayment; Remedies. Any Assessment (whether Annual, Special or Specific) not received within 10 days of the date on which it, or any installment thereof, becomes due shall be subject to a late charge, as determined by the Board by resolution, which, together with interest and costs of collection, shall be, constitute, and remain a continuing lien on the affected Unit. If an Owner fails to pay Assessments when due, the past due balance, including late fees, interest and costs of collection, shall bear interest at the rate of two percent (2%) per month; and the Board, on behalf of the Association, may bring an action against the Owner who is personally liable therefor, or may prepare and record in the public records its lien against the Owner's Unit and thereafter foreclose the same pursuant to the provisions of the Utah Code, 1953, as amended, applicable to the exercise of powers of sale in deeds of trust, or by foreclosure as a mortgage, or in any other manner permitted by law. Any Owner who fails to pay Assessments or penalties when due shall be responsible for all collection costs, including attorney's fees, whether or not judgment is obtained or foreclosure pursued. Failure of the Board to promptly enforce any remedy granted pursuant to this Declaration shall not be deemed a waiver of rights. In addition to any other remedy, the Association may also terminate an Owner's access to common areas or utilities paid for with assessments. The Association shall only terminate the access to common areas or utility service after following the procedures set forth in the Condominium Ownership Act, as amended from time to time.

IN WITNESS WHEREOF, HAYMAKER RETREAT CONDOMINIUM OWNERS ASSOCIATION, by and through its Board of Directors, has executed this Amendment to the Declaration as of the 22 day of DEC., 2009, Pursuant to Utah Code Ann. 57-8-39 and Section 13 of the Bylaws.

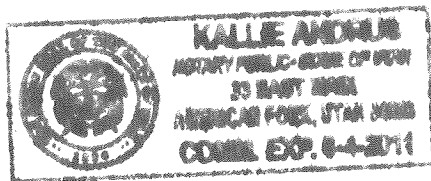
**HAYMAKER RETREAT CONDOMINIUM OWNERS ASSOCIATION**

Nancy J. Olpin  
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President

Leon Sweet  
\_\_\_\_\_  
Secretary

STATE OF UTAH                    )  
  :SS  
County of Salt Lake        )

On the 22 day of Dec., 2009, personally appeared Nancy Jane Olpin and Leon O. Sweet 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 of Directors; and each of them acknowledged said instrument to be their voluntary act and deed.



Kallie Anderson  
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Notary Public for Utah

**EXHIBIT A  
LEGAL DESCRIPTION**

All of Lots 101 through 137 Haymaker Retreat Condominiums Phase 1 Amended as shown on the official map thereof in the Utah County Recorder's Office, State of Utah.

All of Lots 201 through 224 Haymaker Retreat Condominiums Phase 2 as shown on the official map thereof in the Utah County Recorder's Office, State of Utah.

All of Lots 301 through 327 Haymaker Retreat Condominiums Phase 3 as shown on the official map thereof in the Utah County Recorder's Office, State of Utah.

Parcel Nos.: 41:622:0137 and all other parcels located in Haymaker Retreat Condominiums.