

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

**AMENDMENT TO THE
DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS,
RESTRICTIONS**

This Amendment to the Declaration of Protective Easements, Covenants, Conditions, Restrictions for Cottages at Camelot Village ("Declaration") is executed on the date set forth below by the Cottages at Camelot Village Owners Association ("Association").

RECITALS

A. Real property in Utah County, Utah, known as Cottages at Camelot Village was subjected to covenants, conditions, and restrictions pursuant to a Declaration recorded November 9, 2001, in the Utah County Recorder's Office as Entry 116559:2001;

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 create and define rental restrictions;

D. All capitalized terms in this amendment shall have the same meaning as given to them in the Declaration;

E. The President and Secretary certify that more than 60% of the of the Owners approved this amendment;

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

Declaration Section 6.04 shall be amended in its entirety to read as follows:

6.04 **Leases.** Leases shall be subject to the following restrictions:

(a) Units may be rented only to a single family. Dormitory, hostel, hotel, or nightly rentals are strictly prohibited.

(b) All leases and lessees shall be subject to the provisions of the Declaration, Bylaws, and

rules and regulations ("Project Documents"). Any owner who leases their Unit shall be responsible for assuring the Occupants' compliance with the Project Documents.

(c) The leasing of Units shall comply with this Section. "Leasing" means granting the right to use or occupy a Unit to a non-owner while no Owner occupies the Unit as their primary residence. Units owned by business entities or trusts shall be considered leased regardless of who occupies the Unit.

(i) Lease Limit. No more than 10 Units (including Grandfathered Units) may be leased at any given time. Hardship Exemptions shall not count against the Lease Limit.

(ii) Initial Lease Term. The initial lease term shall be a six month minimum.

(iii) Hardship Exemption. Notwithstanding the above, in order to avoid undue hardships or practical difficulties the following classes of Owners shall be exempt from the Lease Limit:

- 1) An Owner in the military for the period of the Owner's deployment;
- 2) A Unit occupied by the Owner's parent, child, or sibling;
- 3) An Owner whose employer has relocated the Owner for no less than two years;
- 4) A Unit 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:
 - a) A current Occupant of the Unit; or
 - b) The parent, child, or sibling of the current Occupant of the Unit.

(iv) Application and Approval. Each Owner desiring to lease a Unit shall apply to the Board for approval. The application shall contain all supporting documentation necessary to prove the Owner either complies with the Minimum Occupancy Period or qualifies for a Hardship Exemption. The Board shall review the application and determine whether the Owner complies with the Minimum Occupancy Period or qualifies for a Hardship Exemption. The Board shall:

- 1) Approve the application if it determines that the Owner has paid their application fee, complies with the Minimum Occupancy Period, the Initial Lease Term, and Units are available for lease under the Lease Limit; or
- 2) Approve the application if it determines that the Owner has paid their application fee, qualifies for a Hardship Exemption, and the lease complies with the Initial Lease Term; or
- 3) Deny the application if it determines that the Owner has failed to pay their application fee, does not qualify, or there are no available Units under the Lease Limit.

(v) Review of Rental Applications. The Board shall review applications within 10 business days of receipt. The Board shall approve or deny an application and shall notify the

Owner of the result, and, if permission is not given, the reason for the denial within 15 business days of receipt of the application.

(vi) Application Form; Approval Process. An application form, the application and approval process, and any other rules deemed necessary by the Board to implement this section shall be established by resolution of the Board.

(vii) Lease Agreements – Required Terms. All Owners shall use and provide the Board with a copy of a written lease agreement. All lease agreements shall contain terms subjecting the Occupant to the terms, conditions, and restrictions of the Project Documents, as amended from time to time. The Owner shall provide the tenant with a copy 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 with a copy of the amendments, revisions, changes, or supplements within 10 calendar days of adoption by the Association, its Board, or its membership.

(viii) 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 with the required terms, and leases their Unit, or leases their Unit after the Board has denied the Owner's application, the Board may assess fines against the Owner and the Unit in an amount to be determined by the Board pursuant to a schedule of fines adopted by the Board. Regardless of whether any fines have been imposed, the Board may seek any available legal or equitable remedies, including but not limited to, an action to terminate the lease agreement and eviction of any tenant.

(ix) Failure to Take Legal Action. Failure by an Owner to take legal action against their Occupant who is in violation of the Project Documents within 10 days after delivery of written demand to so do from the Board, shall entitle the Association to take any and all such action for and in behalf of said Owner and as his or her agent, including but not limited to the institution of legal proceedings on behalf of such Owner against his or her Occupant for eviction, injunctive relief or damages. Neither the Association nor its agents shall be liable to the Owner or Occupant for any legal action commenced under this Section that is made in good faith.

(x) Recovery of Costs and Attorney Fees; Owner Liable. The Association shall be entitled to recover from the offending Owner its costs and attorney's fees incurred for enforcement of this Section, regardless of whether any lawsuit or other action is commenced. The Association may assess such costs and attorney's fees against the Owner and the Unit as an assessment pursuant to this Declaration. Additionally, the Owner shall be liable for all fines, assessments, or other penalties levied due to violations of their tenant. The Owner shall be personally liable for any violations caused by their tenant. Any assessments, fines or penalties levied under this Section shall be collectable as an assessment.

(xi) Requesting Unpaid Assessments from Tenant. In the event that a Unit is leased, and the Owner fails to pay their regular, special, or any other assessment, the Board may demand that the tenant pay their rent to the Association until the delinquent assessments are paid.

(xii) Grandfathered Units: Units being leased on the date this Amendment was recorded shall be exempt from the Lease Limit until:

**EXHIBIT A
FULL LEGAL DESCRIPTION**

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT A, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH

Parcel Nos.: 36:935:0001 and all other parcels in Cottages at Camelot Village PD, Plat A

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT B, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH

Parcel Nos.: 65:041:0005 and all other parcels in Cottages at Camelot Village PD, Plat B

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT C, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH

Parcel Nos.: 65:024:0009 and all other parcels in Cottages at Camelot Village PD, Plat C

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT D, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH

Parcel Nos.: 65:055:0013 and all other parcels in Cottages at Camelot Village PD, Plat D

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT E, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH

Parcel Nos.: 65:062:0017 and all other parcels in Cottages at Camelot Village PD, Plat E

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT F, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH

Parcel Nos.: 65:087:0021 and all other parcels in Cottages at Camelot Village PD, Plat F

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT G, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH

Parcel Nos.: 65:088:0025 and all other parcels in Cottages at Camelot Village PD, Plat G

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT H, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH

Parcel Nos.: 65:089:0029 and all other parcels in Cottages at Camelot Village PD, Plat H

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT I, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH

Parcel Nos.: 65:090:0033 and all other parcels in Cottages at Camelot Village PD, Plat I

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT J, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH

Parcel Nos.: 65:105:0037 and all other parcels in Cottages at Camelot Village PD, Plat J

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT K, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH

Parcel Nos.: 65:106:0041 and all other parcels in Cottages at Camelot Village PD, Plat K

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT L, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH

Parcel Nos.: 65:107:0045 and all other parcels in Cottages at Camelot Village PD, Plat L

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT M, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH

Parcel Nos.: 65:123:0049 and all other parcels in Cottages at Camelot Village PD, Plat M

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT N, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH

Parcel Nos.: 65:124:0053 and all other parcels in Cottages at Camelot Village PD, Plat N

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT O, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH

Parcel Nos.: 65:125:0057 and all other parcels in Cottages at Camelot Village PD, Plat O

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT P, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH

Parcel Nos.: 65:126:0061 and all other parcels in Cottages at Camelot Village PD, Plat P

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT Q, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH

Parcel Nos.: 65:138:0065 and all other parcels in Cottages at Camelot Village PD, Plat Q

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT R, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH

Parcel Nos.: 65:135:0071 and all other parcels in Cottages at Camelot Village PD, Plat R

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT S, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH

Parcel Nos.: 65:136:0075 and all other parcels in Cottages at Camelot Village PD, Plat S

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT T, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH

Parcel Nos.: 65:137:0079 and all other parcels in Cottages at Camelot Village PD, Plat T

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT U, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH

Parcel Nos.: 65:115:0083 and all other parcels in Cottages at Camelot Village PD, Plat U

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT V, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH

Parcel Nos.: 65:116:0087 and all other parcels in Cottages at Camelot Village PD, Plat V

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT W, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH

Parcel Nos.: 65:127:0091 and all other parcels in Cottages at Camelot Village PD, Plat W

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT X, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH

Parcel Nos.: 65:128:0095 and all other parcels in Cottages at Camelot Village PD, Plat X

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT Y, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH

Parcel Nos.: 65:139:0099 and all other parcels in Cottages at Camelot Village PD, Plat Y