

**FIRST AMENDMENT TO THE  
AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
BRIDGESTONE**

**A PLANNED UNIT DEVELOPMENT**

This FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIDGESTONE ("First Amendment") is effective when recorded with the Utah County Recorder's Office by BRIDGESTONE HOMEOWNERS ASSOCIATION, a Utah nonprofit corporation ("Association"), pursuant to the Utah Community Association Act.

**RECITALS**

A. Bridgestone is a planned unit development located in Utah County, State of Utah that was originally made subject to certain covenants, conditions, and restrictions as provided in the *Declaration of Covenants, Conditions and Restrictions of the Bridgestone Homeowner's Association* as recorded in the Utah County Recorder's Office on June 2, 1998 as Entry No. 55377 in Book 4657 and beginning on page 609 ("Original Declaration").

B. The Original Declaration was amended and replaced by the *Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bridgestone a Planned Unit Development* as recorded in the Utah County Recorder's Office on May 2, 2018 as Entry No. 40928:2018 ("Declaration").

C. The Association and Owners desire to further amend the Declaration as provided below.

D. Article XIV, Section 14.1 of the Declaration provides that the Association may amend the Declaration with the affirmative vote of at least sixty-seven (67% of the Owners).

E. Unless specifically modified herein, all remaining provisions of the Declaration shall remain in full force and effect.

F. In case of any conflict between the terms of this First Amendment and the terms of the Declaration, the provisions of this First Amendment shall control.

G. Unless otherwise provided in this First Amendment, capitalized terms used herein shall have the same meaning and effect as used in the Declaration.

## AMENDMENTS

### Amendment One

*Article VII, Section 7.1 of the Declaration is hereby deleted in its entirety and replaced by the following:*

**7.1. Association Management.** The Association shall maintain, repair, and replace all Common Areas together with all improvements thereon and all easements appurtenant to the Common Area including, but not limited to landscaping on Common Area open space land. The Association shall maintain, replace and repair the private lanes and common parking areas in the Project, but the Association shall have no responsibility to maintain or repair the public streets within or adjacent to the Project. The association shall perform the snow removal on the private streets, sidewalks and driveways within the Project, but the Association shall have no obligation to remove snow from driveways or other areas in which cars or other vehicles are parked at the time of the performance of the snow removal. The Association shall also maintain, replace, and repair the exteriors of the Residences, which shall include all siding, roofing, fascia, gutters, downspouts, and all components necessary for the operation of these facilities. The Association shall not be responsible for the maintenance repair or replacement of driveways, exterior stairways, porches, decks, garage doors, exterior doors, and windows.

The Common Areas and all facilities and structures thereon shall be maintained by the Association in a safe condition and in a good and workmanlike manner such as to carry out the purpose for which such areas are intended. The Board in its sole discretion shall determine the maintenance standard of the Common Areas.

A matrix of Maintenance Responsibilities has been attached hereto as Exhibit C which further defines and clarifies Association and Owner maintenance, repair, and replacement responsibilities. The delegation of responsibilities in Exhibit C shall override any contradictory provisions that may be contained within this Declaration or other Governing Documents. The Association shall have the authority to determine when/if an element needs to be repaired or replaced for any element in which the maintenance responsibility has been partially or fully delegated to the Association.

### Amendment Two

*Article IX, Section 9.13 of the Declaration is hereby deleted in its entirety and replaced by the following:*

#### **9.13. Leasing.**

1) Lease Agreement. Any agreement for the leasing, rental, or occupancy of a Lot (hereinafter referred to as the "Lease") shall be in writing and a copy thereof shall be delivered to the Board prior to the commencement of the term of the Lease.

2) Default. The Lease shall provide that its terms are subject in all respects to the provisions of the Governing Documents of the Association, and any violation of the Governing Documents shall constitute a default under the Lease. If any Lease does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be a part of the Lease and binding on the Owner and tenant by virtue of their inclusion in this Declaration.

3) Lease Term. No Owner shall be permitted to lease his Lot for transient, hotel, seasonal, rental pool, or corporate executive use or purposes, which shall be deemed to be any Lease with an initial term of less than six (6) months. Leases with an initial term of less than six (6) months, including daily and weekly rentals, are prohibited.

4) Entire Lot. Owners may not lease individual rooms to separate persons or lease less than the entire Lot.

5) Compliance. The Lease shall provide that tenants are subject to and shall abide by the Governing Documents. A tenant's failure to comply with the Governing Documents shall constitute a breach of both the Lease and the Governing Documents. Within 10 days after delivery of a written notice of the creation of a nuisance or violation of the Governing Documents by a tenant, the Owner shall proceed promptly to either abate or terminate the nuisance, or cure the default or violation, and notify the Board in writing of his or her intentions. If the Owner fails to act accordingly, the Board may initiate eviction proceedings on behalf of the Owner, and through this Declaration the Owner hereby assigns the Association the authority to do so.

6) Lease Limitation. Unless otherwise exempted, a maximum of no more than 40% of Lots within the Association shall be leased at any given time ("Lease Limit").

7) Exemptions. The following classes of Lot Owners shall be exempt from the Lease Limit:

(a) A Lot Owner who is in the military for the period of the Owner's deployment;

(b) A Lot that is occupied by the Owner's grandparent, parent, child, grandchild, or sibling;

(c) A Lot Owner whose employer has relocated the Owner for a period of two years or less;

(d) A Lot owned by an entity that is occupied by an individual who has voting rights under the entity's organizing documents, and has a 25% or greater share of ownership, control, and right to profits and losses of the entity; or

(e) A lot 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 current resident, or the parent child, or sibling of the current resident of the Lot.

A Lot Owner whose lease application has been denied and who does not otherwise qualify under the aforementioned exemptions, may petition the Board for a temporary waiver due to undue hardship or practical difficulty, including but not limited to the Owner's death, disability, or other extraordinary circumstances. The Board shall have sole discretion in approving or denying any such application.

8) Grandfathered Lots. Lots under lease on or before the date of recordation of this Amendment may continue to be leased until:

- (a) The Lot Owner occupies the Lot;
- (b) 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, occupies the lot; or
- (c) The Lot is transferred.

Grandfathered Lots shall count towards the Lease Limit and shall comply with all other provisions of this Section. Failure to do so will subject the Owner to the Association's remedies authorized in this Section. Individual Owners shall have the burden of proving that a particular Lot is entitled to the rights stated herein.

9) Lease Application: Timing. A Lot Owner who desires to lease a Lot may apply to the Board for approval following at least two years of Owner residency.

10) Rules. The Board may adopt rules and resolutions that establish the application and approval process, waiting list, fine schedule, requirements for tenant information and any other rules deemed necessary by the Board to implement and enforce this Section. Notwithstanding the foregoing, the Board shall, by rule or resolution, implement procedures to:

- (a) Determine and track the number of rentals and Lots in the Association subject to the provisions outlined in this Sections 9.13(7) and 9.13(8); and
- (b) Ensure consistent administration and enforcement of the rental restrictions.

(11) Remedies. If an Owner fails to submit the required application and receive approval as described above and rents or leases a Lot, or rents or leases a Lot in violation of this Section, or after the Board has denied the Owner's application, the Board may:

- (a) Assess fines against the Owner and Owner's Lot;
- (b) Regardless of whether any fines have been imposed, proceed with any other available legal remedies, including, without limitation, an

action to require the owner to terminate the rental or lease agreement and remove the tenant.

(12) Costs and Attorney Fees. Fines, charges, and expenses incurred in enforcing the Declaration, these Bylaws and rules and regulations with respect to the tenant, and for any costs incurred by the Association in connection with any action involving this section, including reasonable attorney fees, are assessments against the Owner and Lot which may be collected by the Association as provided in the Declaration and pursuant to Utah Code. The Association is entitled to recover from an Owner determined in violation of this section its costs and attorney fees incurred for enforcement of this article, regardless of whether any lawsuit or other action is commenced. The association may assess the costs and attorney fees against the Owner and the Unit as an assessment as provided in the Declaration and pursuant to Utah Code.

13) Utah Landlord-Tenant Code Not Applicable. Nothing in this Section may be construed to impose on the Association the duties, responsibilities, or liabilities of a landlord under Utah Code.

**CERTIFICATION**

The Board of Directors certifies that the foregoing amendments to the Declaration were duly approved as set forth in the Recitals and as required by the Declaration. The President of the Association is authorized to execute these amendments on behalf of the Bridgestone Homeowners Association as of the day and year written below after receiving the required consent from the Owners.

Executed this 6<sup>th</sup> day of January, 2021.

**Bridgestone Homeowners Association**  
A Utah Nonprofit Corporation

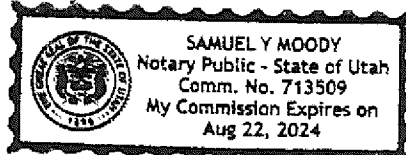
By: Janet Meyer

Its President

State of Utah )  
County of Utah ) ss.

On the 6<sup>th</sup> day of Jan 2021, personally appeared before me Samuel Y. Moody who by me being duly sworn, did say that she/he is the President of the Bridgestone Homeowners Association, and that the foregoing instrument is signed and executed by authority of the consent of its members.

Samuel Y. Moody



## EXHIBIT A

### LEGAL DESCRIPTION

All of **Bridgestone Planned Unit Development Plat A**, according to the official plat thereof, on file in the office of the Utah County Recorder.

Including Parcel Numbers 35:315:0001 through 35:315:0008 and 35:315:0500

All of **Bridgestone Planned Unit Development Plat B**, according to the official plat thereof, on file in the office of the Utah County Recorder.

Including Parcel Numbers 35:332:0009 through 35:332:0020

All of **Bridgestone Planned Unit Development Plat C**, according to the official plat thereof, on file in the office of the Utah County Recorder.

Including Parcel Numbers 35:638:0201 through 35:638:0218

All of **Bridgestone Planned Unit Development Plat D Amended**, according to the official plat thereof, on file in the office of the Utah County Recorder.

Including Parcel Numbers 35:490:0037 through 35:490:0048 and 35:490:0054

All of **Bridgestone Planned Unit Development Plat E**, according to the official plat thereof, on file in the office of the Utah County Recorder.

Including Parcel Numbers 35:519:0053 through 35:519:0065

All of **Bridgestone Planned Unit Development Plat F**, according to the official plat thereof, on file in the office of the Utah County Recorder.

Including Parcel Numbers 35:563:0065 through 35:563:0068 and 35:563:0091

All of **Bridgestone Planned Unit Development Plat G Amended**, according to the official plat thereof, on file in the office of the Utah County Recorder.

Including Parcel Numbers 35:641:0069 through 35:641:0105

All of **Bridgestone Planned Unit Development Plat H**, according to the official plat thereof, on file in the office of the Utah County Recorder.

Including Parcel Numbers 35:642:0049 through 35:642:0052