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ENT 55061:2012 PG 1 of 4  
Jeffery Smith  
Utah County Recorder  
2012 Jul 02 03:53 PM FEE 180.00 BY EO  
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## AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

These Amendment to the Declaration of Covenants, Conditions and Restrictions ("Declaration") that established a planned residential community known as Pointe Meadow is executed on the date set forth below by the Pointe Meadow Master Association ("Association") having received the necessary approvals of the homeowners and the City of Lehi.

### RECITALS:

- A. Certain real property in Utah County, Utah, known as Pointe Meadow was subjected to certain covenants, conditions, and restrictions pursuant to a Declaration recorded March 10, 2003, as Entry No. 34926:2003, records of Utah County, Utah;
- B. These amendments shall be binding against the property described in EXHIBIT A and the Declaration and any annexation or supplement thereto;
- C. These amendments are intended to prevent higher insurance rates, higher mortgage rates or the inability to obtain a mortgage, lower property values, higher crime rates and a higher rate of rules and covenants violations, which are associated with communities
- D. The Association deems a rental notification is in the best interest of the owners, their health, safety and welfare and necessary to preserve the pool of prospective buyers by preserving the aesthetic appeal of the community and ensuring competitive appreciation of the Lots.
- E. Pursuant to Article XVII, Section 17.5, owners representing more than 2/3 of the Class A Membership and the City have approved these Amendments. The Association has written approval from the City in their records;

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

**Article XI of the Declaration** is hereby amended to add Section 11.17, Leases/Rentals:

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

- (a) Rental Notification Responsibility. An owner who leases or rents an entire Lot (renting individual rooms is not permitted) must notify the Home Owners Association of the rental or lease giving the name and phone number of those renting/leasing.
  - (i) Owner must confirm in writing to the Home Owners Association that the renters or lessors have received a copy of the Declaration of Covenants, Conditions and

Restrictions and Community Bylaws within thirty (30) days of the rental or lease agreement being signed or within 10 days of move-in.

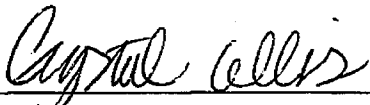
- (ii) Owner is responsible for compliance with the Declaration of Covenants, Conditions and Restrictions and Community Bylaws for all rented or leased property. It is the Owner's responsibility to make sure that the renters or lessors follow the Declaration of Covenants, Conditions and Restrictions and Community Bylaws.
- (iii) The Homeowners Association shall address violations of the Declaration of Covenants, Conditions and Restrictions and Community Bylaws to both the renter/lessor and the Owner. It is the Owner's responsibility to bring their property into compliance of the Declaration of Covenants, Conditions and Restrictions and Community Bylaws.
- (iv) Fines will be assessed to the Owner. It is recommended that Owners whose renters/lessors have more than two violations that are repeated or are uncorrected should ask their renters/lessors to vacate the property.

(b) Grandfather Clause. As of the date of recording of this amendment, any Owner that is currently renting or leasing a Lot ("Grandfathered Owner") shall have until 45 days from adoption of this amendment to provide the Homeowner's Association with proof that current renters/lessors have received a copy of the Declaration of Covenants, Conditions and Restrictions and Community Bylaws.

**Article XVII, Section 17.5(c) of the Declaration shall be amended striking subsection c and removing the City approval requirement for amendments.**

**Article XIII, Section 13.1 of the Declaration shall be amended to read "such notice may be delivered by United States mail addressed to the Owner at the most recent address furnished by the Owner in writing..." striking the requirement to have said notice by certified or registered mail.**

IN WITNESS WHEREOF, the Association, by and through its Board, has executed these Amendments to the Declaration as of the 5<sup>th</sup> day of JUNE, 2012, in accordance with Article XI of the Declaration.



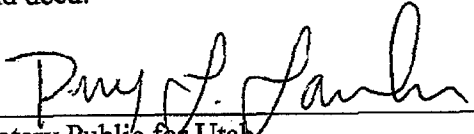
Signature

Crystal Ellis, HOA President

Printed Name and Title

STATE OF UTAH     )  
                              :SS.  
County of Utah     )

On the 5<sup>th</sup> day of JUNE, 2012, CRYSTAL ELLIS personally appeared 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 A**  
**Legal Description**

LOTS 101-111 IN THE POINTE MEADOWS SUBDIVISION, PHASE 1, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH

Parcel Nos.: 49:481:0101 and all other parcels in the Pointe Meadows Subdivision, Phase 1

LOTS 201-213 IN THE POINTE MEADOWS SUBDIVISION, PHASE 2, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH

Parcel Nos.: 49:485:0201 and all other parcels in the Pointe Meadows Subdivision, Phase 2

LOTS 301-327 IN THE POINTE MEADOWS SUBDIVISION, PHASE 3, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH

Parcel Nos.: 49:486:0301 and all other parcels in the Pointe Meadows Subdivision, Phase 3

LOTS 801-833 IN THE POINTE MEADOWS SUBDIVISION, PHASE 8, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH

Parcel Nos.: 49:499:0801 and all other parcels in the Pointe Meadows Subdivision, Phase 8

LOTS 901-924 IN THE POINTE MEADOWS SUBDIVISION, PHASE 9, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH

Parcel Nos.: 49:522:0901 and all other parcels in the Pointe Meadows Subdivision, Phase 9

LOTS 405-431 IN THE POINTE MEADOWS SUBDIVISION, PHASE 23, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH

Parcel Nos.: 49:547:0405 and all other parcels in the Pointe Meadows Subdivision, Phase 23

LOTS 442-462 IN THE POINTE MEADOWS SUBDIVISION, PHASE 24, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH

Parcel Nos.: 49:587:0442 and all other parcels in the Pointe Meadows Subdivision, Phase 24

LOTS 432-441 IN THE POINTE MEADOWS SUBDIVISION, PHASE 25, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH

Parcel Nos.: 49:597:0432 and all other parcels in the Pointe Meadows Subdivision, Phase 25