

**AMENDMENT TO THE DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
FIELDS AT OVERLAKE CONDOMINIUMS**

This amendment in made and executed on the date set forth below.

RECITALS

WHEREAS, the original Declaration of the Fields at Overlake Condominiums was recorded in the Office of the County Recorder of Tooele County, Utah on May 14, 1999 as Entry No. 131110, in Book 0568, at Page 0338 et seq. (the "Declaration"), with respect to that certain parcel of real property situated in Tooele County, State of Utah, and more fully described on Exhibit "A" attached hereto and by this reference made a part hereof.

WHEREAS, the Declarant adopted and recorded an Amendment to the Declaration on November 1, 1999 as Entry No. 139348, at Book 0595, at Page 0500 et seq

WHEREAS, the Declarant adopted and recorded in the official records of Tooele County, Utah various amendments to expand the condominium project including the following:

- (1) Entry No. 139557, at Book 0596, at Page 0194 et. Seq., November 5, 1999
- (2) Entry No. 143986, at Book 0610, at Page 0407 et. Seq., February 17, 2000
- (3) Entry No. 147723, at Book 0622, at Page 0302 et. Seq., May 17, 2000
- (4) Entry No. 150875, at Book 0633, at Page 0292 et. Seq., August 4, 2000

WHEREAS, the Declarant adopted and recorded an Amendment to the Declaration on March 21, 2000 as Entry No. 145232, at Book 0614, at Page 0388 et seq;

WHEREAS, The Utah Condominium Ownership Act, 57-8-29, provides that Declaration may be amended with the vote or agreement of at least 67 percent of the total votes of the Association of the subject property.

WHEREAS, not less than 67 percent of the total votes of the Association of the subject property has consented to this amendment to the Declaration.

NOW THEREFORE, the Owners Association of the Fields at Overlake Condominiums (the "Association") hereby declares and amended to as follows:

AMENDMENT VI

OWNER OCCUPANCY REQUIREMENT AND RENTAL AND LEASE RESTRICTIONS

Section 9.15 of the Declaration is deleted in its entirety and replaced by the following:

Section 1. Owner Occupancy Requirement and Rental and Lease Limitation

(a) Except as provided in Section 2 of this Article, a Unit must be occupied by an owner or the immediate family member of the owner. "Immediate family member" means an owner's spouse, child, sibling, in-law, parent, grandparent, or grandchild.

(b) Except as provided in Section 2 of this Article, only 30% of all Condominium Units (19 Units) may be rented or leased at any given time.

Section 2. Rental and Leasing of Lots.

Subject to Section 2(b) below, in addition to other restrictions in the Declaration, Owners and Units are subject to the following restrictions:

(a) A Unit may not be rented or leased without the approval of the Management Committee.

(b) ***Grandfather Rule Exceptions*** – (referring to Owners who are currently renting or leasing their Unit). Section 2(a) does not apply to an Owner who, as of the date of the recording of this amendment, is renting or leasing a Unit in compliance with all Association rules. The Owner may continue to rent or lease the Unit to the existing tenant or subsequent tenants. The right of an Owner to rent or lease a Unit under this section terminates when the Owner no longer has an interest in the Unit, or when the Owner occupies the Unit. The successor in interest to the Unit has no rights under this section and is subject to the restrictions of Section 2(a) above.

(c) ***Military Deployment, Immediate Family, Employment Relocation, and Trustee Ownership Exceptions.*** Section 2 (a) does not apply to:

- (i) A unit owner in the military for the period of the unit owner's deployment;
- (ii) A unit occupied by a unit owner's parent, child, or sibling;
- (iii) A unit owner whose employer has relocated the unit owner for no less than two years; or
- (iv) 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 current resident of the dwelling or the parent, child, or sibling of the current resident of the dwelling.

Section 3. Application and Approval to Rent or Lease Unit.

(a) **Application and Approval.** Before renting or leasing a Unit, an Owner shall submit an application to the Management Committee and receive approval to rent or lease the Unit.

(b) **Management Committee Action.** The Management Committee shall review the application to rent or lease a Unit in accordance with the Review Procedure and, subject to the limitation imposed in this Section, shall:

(v) Approve the application unless the rental or lease would result in more than 30% of the Units within the development (the "Rental-Lease Limit") being rented or leased.

(vi) Deny the application if approval of the application would result in the number of Units being rented or leased exceeding the Rental-Lease Limit.

(c) **Review Procedure.**

(i) The Management Committee or its delegates shall review applications for approval to rent or lease a Unit in chronological order based on the date of receipt of the application. Within five (5) business days of receipt, the Management Committee or its delegates shall approve or deny an application as provided in this section and shall notify the Owner within five (5) business days of receipt of the application of the Management Committee's decision.

(ii) If approval is not given, the notification must state the reason for the denial. Failure of the Management Committee to respond within the time period specified in this subsection does not constitute approval by the Management Committee.

(iii) If an Owner's application is denied, the applicant (including applicants who receive approval of a hardship application) shall be placed on a waiting list according to the date the application was received so that the Owner whose application was earliest received shall have first opportunity to rent or lease the Unit, subject to the limitation imposed under the Hardship Exception.

(iv) The Management Committee or its delegates may grant a management agent or other person the authority to review and, except for hardship applications, to approve or deny applications under this section.

(d) **Hardship Exception.** If an application is denied under Section 3 above, to avoid undue hardships or practical difficulties such as the Owner's death, job relocation, disability, or difficulty in selling the Unit due to market conditions in the area or other similar circumstances, the Management Committee has discretion to approve a hardship application of an Owner or authorized representative to temporarily rent or lease the Owner's Unit. At the end of 60 days, if the unit has not been rented, the owner's unit will go to the end of the rental waiting list.

(e) **Limitations.** Except for Grandfather Exceptions as provided above, 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 are approved; and
- (ii) All Owners who are currently renting or leasing fewer Units than the applicant are approved. Each owned unit, available for rental, will have its own priority (not combined by owner) on the available waiting list.

(f) **Rental and Lease Agreement; Copies of Documents.** Rental and lease agreements shall comply with this section. A rental or lease agreement must be in writing and provide:

- (i) The agreement and tenants are subject in all respects to the provisions of the Declaration, these Bylaws and any amendments thereto, and all rules and regulations adopted at any time by the Association.
- (ii) Failure by a tenant to comply with the terms of the documents specified in this subsection constitutes a default under the rental or lease agreement and that the Association has the remedies specified below, including, without limitation, the right of the Association to require the Owner to terminate the rental or lease agreement, to terminate the tenancy, and to evict the tenant.
- (iii) The Owner shall provide the tenant with a copy of all rules and regulations of the Association then in effect. If any document is amended, revised, changed, or supplemented by the Association, the Owner shall provide the tenant with a copy of the amendment, revision, change or supplement within ten (10) calendar days of adoption by the Association or Management Committee.

(g) **Remedies.** If an Owner fails to submit the required application and receive approval as described above and rents or leases a Unit, or rents or leases a Unit in violation of this Section 3, or after the Management Committee has denied the Owner's application, the Management Committee may:

- (i) Assess fines against the Owner and Owner's Unit;
- (ii) 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.

(h) **Costs and Attorney Fees.**

- (i) 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 3, including reasonable attorney fees, are assessments against the Owner and Unit which may be collected by the Association as provided in the Declaration and pursuant to Utah Code.

(ii) The Association is entitled to recover from an Owner determined in violation of this article 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.

(i) **Rules.** The Management Committee may adopt by resolution rules that establish the application and approval process, a waiting list and any other rules deemed necessary by the Management Committee to implement this article.

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

CERTIFICATION

The undersigned President of the Homeowners Association of the Fields at Overlake Condominiums hereby certifies that the within Amendments to the Declaration of Covenants, Conditions and Restrictions of the Fields at Overlake Condominiums were approved by a vote of at least 67 percent of the undivided interest of ownership as required by the Declaration.

IN WITNESS WHEREOF, this amendment is hereby executed this 19 day of JULY in 2016.

Fields at Overlake Condominium Association, Inc.

By [Signature]

Its: President

State of Utah)

ss.

County of Tooele)

On the 19 day of JULY 2016, personally appeared before me CRAIG ANDREWS who by me being duly sworn, did say that he is the president of the Fields at Overlake Condominium Association, and that within the foregoing instrument was signed of said Homeowners Association by authority of the consent of its members.

Notary Public [Signature]

Residing in DAVIS COUNTY

My commission expires:



**EXHIBIT A
LEGAL DESCRIPTION**

PHASE 1

BEGINNING AT A POINT WHICH LIES SOUTH 00°13'38" EAST 229.32 FEET ALONG THE ~~EAST~~ LINE OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 4 WEST SLB&M, AND SOUTH 90°00'00" WEST 42.00 FEET PERPENDICULAR TO SAID EAST SECTION LINE, (A FOUND TOOELE COUNTY SURVEY BRASS CAP), SAID POINT ALSO LYING ON THE WESTERLY RIGHT OF WAY OF BERRA BLVD.; RUNNING THENCE ALONG SAID RIGHT OF WAY SOUTH 00°13'38" EAST 175.28 FEET TO A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90°00'00", RADIUS OF 25.00 FEET, (CHORD BEARS SOUTH 44°46'22" WEST 35.36 FEET), THENCE ALONG THE ARC OF SAID CURVE 39.27 FEET TO A POINT OF TANGENCY, SAID POINT ALSO LIES ON THE NORTHERLY RIGHT OF WAY OF 1910 NORTH STREET OF THE OVERLAKE ESTATES PHASE 1G AMENDED PLAT, RUNNING THENCE ALONG SAID RIGHT OF WAY SOUTH 89°46'22" WEST 215.63 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF THE REMAINDER PROPERTY OF THE LOT 601 PLAT OF OVERLAKE ESTATES; THENCE ALONG SAID BOUNDARY THE NEXT (6) SIX COURSES: 1) NORTH 00°13'38" WEST 117.00 FEET, 2) NORTH 89°46'22" EAST 103.63 FEET TO THE 3) BEGINNING OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°00'00" RADIUS OF 20.00 FEET (CHORD BEARS NORTH 44°46'22" EAST 28.28 FEET), THENCE ALONG THE ARC OF SAID CURVE 31.42 FEET TO A POINT OF TANGENCY; 4) NORTH 00°13'38" WEST 44.50 FEET TO THE 5) BEGINNING OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 22°30'00" RADIUS OF 20.00 FEET (CHORD BEARS NORTH 11°28'38" WEST 7.80 FEET) THENCE ALONG THE ARC OF SAID CURVE 7.85 FEET TO A POINT OF NON-TANGENCY; 6) NORTH 75°22'36" EAST 45.92 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NEIGHBORHOOD COMMERCIAL SITE OF OVERLAKE DEVELOPMENT; THENCE ALONG SAID BOUNDARY NORTH 90°00'00" EAST 74.05 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINS 0.864 ACRES MORE OR LESS.

PHASE 2, 3, 4, & 5

BEGINNING AT A POINT WHICH LIES SOUTH 00°13'38" EAST 229.32 FEET ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 4 WEST SLB&M, AND SOUTH 90°00'00" WEST 116.05 FEET PERPENDICULAR TO SAID SECTION LINE. (A FOUND TOOELE COUNTY SURVEY BRASS CAP), SAID POINT ALSO LIES ON THE NORTHERLY BOUNDARY OF THE FIELDS AT OVERLAKE PHASE 1 PARCEL; RUNNING THENCE ALONG THE FIELDS AT OVERLAKE PHASE 1 BOUNDARY THE FOLLOWING (6) SIX COURSES: 1) SOUTH 75°22'36" WEST 45.92 FEET TO THE 2) BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 22°30'00" RADIUS OF 20.00 FEET (CHORD BEARS SOUTH 11°28'38" EAST 7.80 FEET) THENCE ALONG THE ARC OF SAID CURVE 7.85 FEET TO A POINT OF TANGENCY, 3) SOUTH 00°13'38" EAST 44.50 FEET TO THE 4) BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90°00'00" RADIUS OF 20.00 FEET (CHORD BEARS SOUTH 44°46'22" WEST 28.28 FEET), THENCE ALONG THE ARC OF SAID CURVE 31.42 FEET TO A POINT OF TANGENCY, 5) SOUTH 89°46'22" WEST 103.63 FEET 6) SOUTH 00°13'38" EAST 117.00 FEET TO A POINT WHICH LIES ON THE NORTHERLY RIGHT-OF-WAY OF 1910 NORTH STREET OF THE AMENDED OVERLAKE ESTATES PHASE 1G PLAT; THENCE SOUTH 89°46'22" WEST 200.37 FEET; THENCE NORTH 75°35'21" WEST 31.01 FEET; THENCE SOUTH 89°42'22" WEST 125.00 FEET; THENCE NORTH 00°13'38" WEST 362.49 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF 2000 NORTH STREET; THENCE ALONG SAID RIGHT-OF-WAY NORTH 89°50'26" EAST 414.21 FEET TO THE WESTERLY BOUNDARY OF THE NEIGHBORHOOD COMMERCIAL SITE OF THE OVERLAKE DEVELOPMENT; THENCE ALONG SAID BOUNDARY THE FOLLOWING (2) TWO COURSES: 1) SOUTH 00°09'33" EAST 61.31 FEET, 2) SOUTH 45°31'38" EAST 152.47 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINS 3.596 ACRES MORE OR LESS.