

When Recorded Return To:

VIAL FOTHERINGHAM, LLP
515 South 400 East #200
Salt Lake City, Utah 84111

AMD Lakeview Condo of Bountiful (all units)
03-066-0001 to 0060

**FIRST AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF LAKEVIEW CONDOMINIUMS OF BOUNTIFUL
(A Condominium Project)**

This First Amendment to the Amended and Restated Declaration of Condominium of Lakeview Condominiums of Bountiful, a Condominium Project, (hereinafter "First Amendment") hereby amends that certain Amended and Restated Declaration of Condominium of Lakeview Condominiums of Bountiful, a Condominium Project, recorded in the Davis County Recorder's Office on August 25, 2005, as Entry No. 2099967 ("Amended & Restated Declaration"), and is hereby adopted by Lakeview Condominiums Homeowners Association, Inc. ("Association"), for and on behalf of its members, and made effective as of the date recorded in the Davis Recorder's Office.

RECITALS:

A. On or about May 25, 1979, a Declaration of Condominium of Lakeview Condominium Project of Bountiful (Phase No. 1) was recorded in the Davis County Recorder's Office beginning at Book 771 at Page 127 (hereinafter the "Enabling Declaration").

B. On or about July 20, 1979, an "Affidavit" (with self professed purpose of correcting the prior Declaration), was recorded in the Davis County Recorder's Office, beginning at Book 781, at Page 127,

C. On or about April 30, 1980, an Amended Plat map of Lakeview Condominiums of Bountiful depicting the project was recorded in the Davis Recorder's Office as Entry No. 563738.

D. On or about July 22, 1980, a First Amendment to Declaration of Condominium of Lakeview Condominium Project was recorded in the Davis County Recorder's Office, beginning at Book 831, Page 1040.

E. On or about March 29, 2001, a First Amendment to the Declaration of Condominium of Lakeview Condominium Project was recorded in the Davis County Recorder's Office, as Entry No. 1649832.

F. On or about August 25, 2005, an Amended and Restated Declaration of Condominium of Lakeview Condominiums of Bountiful was recorded in the Davis County Recorder's Office, as Entry No. 2099967.

CERTIFICATION

As evidenced by this instrument, the Association has obtained the approval or written consent of Owners of Units holding at least sixty-seven percent (67%) of the undivided interest in the Common Areas as required by Article 29 of the Amended and Restated Declaration approving and consenting to the recording of this First Amendment.

Bobbi M. Bennett and Scott Olson, of the Board, hereby certify and swear that the above requisite approval was obtained accepting and approving of the recording of this First Amendment.

Bobbi M. Bennett
Bobbi Bennett 10/19/17
Board Member

Scott Olson
Scott Olson 10/19/17
Board Member

NOW, THEREFORE, pursuant to the foregoing, the Board of Directors of the Association hereby makes and executes this First Amendment to the Declaration, which shall be effective as of its recording date.

COVENANTS, CONDITIONS AND RESTRICTIONS

1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.
2. No Other Changes. Except as otherwise expressly provided in this First Amendment, the Amended & Restated Declaration and subsequent amendments remain in full force and effect without modification.
3. Authorization. The individuals signing for the respective entities make the following representations: (i) he/she has read the First Amendment, (ii) he/she has authority to act for the entity designated below, and (iii) he/she shall execute the First Amendment acting in said capacity.
4. Conflicts. In the case of any conflict between the provisions of this First Amendment and the provisions of the Amended & Restated Declaration or any prior amendments, the provisions of this First Amendment shall in all respects govern and control. In the case of any existing provision with the Amended & Restated Declaration, or prior amendments that could be interpreted as prohibiting the modifications set forth in this First Amendment, such provision is hereby modified in order to accomplish the purpose and intent of this First Amendment.

AMENDMENTS

5. Article III, Section 1 on pages 15-16 of the Amended & Restated Declaration is deleted in its entirety and hereby replaced by the following Article 1.

1. Leases. Any agreement for the leasing, rental or occupancy of a Unit (hereinafter in this section referred to as a "lease") shall be in writing and a copy thereof shall be delivered to the Association before the term of the lease commences. Every lease shall provide that the terms of such lease shall be subject in all respects to the provisions of the Project Documents, any violation of which shall be 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 Resident by virtue of their inclusion in the Declaration.

- (a) Before entering into a lease, each Owner shall be solely responsible to properly screen potential tenants with customary background and criminal checks of any proposed tenants. The Owner shall attest in writing that a criminal and background check was performed prior to commencement of any lease.
- (b) The Owner shall provide the Association with a copy of the lease and contact information for tenants prior to commencement of the lease.
- (c) No Owner shall be permitted to lease his Unit for transient, hotel, seasonal, rental pool or corporation/exclusive use purposes, which shall be deemed to be any rental with an initial term of less than six (6) months.
- (d) Daily or weekly rentals are prohibited.
- (e) No Owner may lease individual rooms to separate Persons, or less than his entire Unit.
- (f) The Owner(s) of a Unit shall be responsible for the occupant's or any guest's compliance with the Governing Documents. In addition to any other remedy for noncompliance with this Declaration, the Association, following notice to the Owner, shall have the right to initiate a forcible entry and unlawful detainer action, or similar such action, with the purpose of removing the offending Non-Owner occupant. The Association, the Board of Directors, and the Manger shall not have any liability for any action taken pursuant to this subparagraph and the Owner shall indemnify and pay the defense costs of the Association, the Board of Directors, and the Manager arising from any claim related to any action taken in good faith by any of them pursuant to this subparagraph. For purposes of this subparagraph, each Owner in accepting the deed to a Unit expressly consents to such authority and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments and pursue any and all remedies available to remove the offending Non-Owner occupant. Any expenses incurred by the Association related to an eviction, including attorney fees, service fees, storage fees, constable or sheriff fees, and costs of suit, shall be charged as an Assessment to such Owner.
- (g) For all Units that the Owner becomes the Owner by any means (including foreclosure) after the date that this Declaration is recorded, the Owner shall not be permitted to enter into any new rental or lease agreements or otherwise allow a non-owner occupants to occupy the Unit following the expiration of an existing lease if ten percent (10%) or more of the total number of Units in the Project are already

being rented, leased or occupied by non-owner occupants. The Management Committee may make exceptions to the prior restriction for the immediate family of any Owner, in its sole discretion.

(h) In addition to the 10% cap, the following Units may be Non-Owner Occupied Units:

- (i) An Owner in the military for the period of the Owner's deployment.
- (ii) A Unit occupied by an Owner's parent, child, or sibling.
- (iii) An Owner whose employer has relocated the Owner for no less than two years.
- (iv) A Unit owned by a trust or other entity created for the estate planning purposes if the trust or other estate planning entity was created for:
 - a. The estate of a current resident of the Unit; or
 - b. The parent, child, or sibling of the current resident of the Unit.
- (v) A Unit whose Owner (1) moves due to temporary (three years or less) humanitarian, religious, or charitable activity or service, and (2) has the intent to return to occupy the Unit when the service has concluded;
- (vi) A Unit owned by an Owner who uses the Unit as a primary residence and due to health reasons will be living in an assisted living, rehabilitation, or other long-term healthcare facility for up to two years.

(j) The Association may adopt Rules requiring reporting and procedural requirement related to non-owner occupied Units and the occupants of those Units, including requiring informational forms to be filled out by Owners and/or residents identifying non-owner occupants, their respective ages, vehicles, phone numbers, etc., and other reasonable administrative provisions consistent with, and as it deems appropriate to enforce, the requirements of the Project Documents.

6. Article III, Section 25 on pages 31-32 of the Amended & Restated Declaration is deleted in its entirety and hereby replaced by the following Article 25.

25.1 Insurance Requirement. The Association shall obtain insurance as required in this Declaration and as required by the Utah Condominium Act ("Act"). The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies.

As used in this Article:

- (1) "Covered Loss" means a loss, resulting from a single event or occurrence that is covered by the Association's property insurance policy.
- (2) "Dwelling Damage" means damage to any combination of a Dwelling or a Limited Common Area appurtenant to a Dwelling.
- (3) "Dwelling Damage Percentage" means the percentage of total damage resulting in covered loss that is attributable to Dwelling Damage.

25.2 Property Insurance.

(a) Blanket Policy of Property Insurance. The Association shall maintain a blanket policy of property insurance covering all Common Areas, Limited Common Areas, Buildings and Units.

(1) At a minimum, any required blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by “special form” property coverage.

(2) Any blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy (including the Units) at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.

(3) A blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the insurable property regardless of the cost; or (2) a Replacement Cost Endorsement under which the insurer agrees to pay up to one hundred percent (100%) of the Property’s insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an Agreed Amount Endorsement which must waive or eliminate the requirement for coinsurance.

(4) Each property policy that the Association is required to maintain shall also contain or provide for the following: (i) “Inflation Guard Endorsement,” if available (ii) “Equipment Breakdown,” if the project has central heating or cooling or other equipment or other applicable fixtures, equipment, or installations, which shall provide that the insurer’s minimum liability per accident at least equals the lesser of one million dollars (\$1,000,000) or the insurable value of the building containing the equipment.

(b) Owner Responsibility for Payment. If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of an Owner:

- (1) The Association’s policy provides primary insurance coverage;
- (2) The Owner is responsible for the Association’s policy deductible;
- (3) The Owner’s policy, if any, applies to that portion of the loss attributable to the Association’s policy deductible.

- (4) An Owner who owns a Dwelling has suffered Dwelling Damage as part of a Covered Loss is responsible for an amount calculated by applying the Dwelling Damage Percentage for that Dwelling to the amount of the deductible under the Association's property insurance policy.
- (5) If an Owner does not pay the amount required under this Article within 30 days after substantial completion of the repairs to, as applicable, the Dwelling or the Limited Common Area appurtenant to the Dwelling, the Association may levy an assessment against the Owner for that amount.

(c) Earthquake Insurance. The Association may, if approved by a majority of Owners, purchase earthquake insurance.

(d) Flood Insurance. If the Property insured by the Association is not situated in a Special Flood Hazard Area, the Association may nonetheless, if approved by a majority of Owners, purchase flood insurance to cover water and flooding perils not otherwise covered by blanket property insurance.

(e) Associations Obligation to Segregate Property Insurance Deductible. The Association shall keep in a segregated bank account an amount equal to the Association's property insurance policy deductible or \$10,000, whichever is less. This requirement shall not apply to any earthquake or flood insurance deductible. If the amount held in this account is used to pay any deductible, it shall be replenished within (12) months.

(f) Association's Right to Not Tender Claims that are Under the Deductible. If, in the exercise of its business judgment, the Board of Directors determines that a claim is likely not to exceed the Association's property insurance policy deductible: (a) the Owner's policy is considered the policy for primary coverage to the amount of the Association's policy deductible; (b) an owner who does not have a policy to cover the Association's property insurance policy deductible is responsible for the loss to the amount of the Association's policy deductible; and (c) the Association need not tender the claim to the Association's insurer.

(g) Notice Requirement for Deductible. The Association shall provide notice to each Owner of the Owner's obligation) for the Association's policy deductible and of any change in the amount of the deductible. The failure to provide notice shall not invalidate or affect any other provision in this Declaration.

25.3 Comprehensive General Liability (CGL) Insurance. The Association shall obtain CGL Insurance insuring the Association, the agents and employees of the Association, and the Owner, against liability incident to the use, ownership or maintenance of the Common Area, Limited Common Areas or membership in the Association. The coverage limits under such policy shall not be less than One Million Dollars (\$1,000,000) covering all claims for death of or injury to any one person or property damage in any single occurrence. Such insurance shall

contain a Severability of Interest Endorsement or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner. All claims shall be paid to the Association for deposit from the insurance company. Thereafter, the Association will disburse any required proceeds to the relevant Owner.

25.4 Director's and Officer's Insurance. The Association shall obtain Directors' and Officers' liability insurance protecting the Board of Directors, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available). The policy shall:

- (a) Include coverage for volunteers and employees;
- (b) Include coverage for monetary and non-monetary claims;
- (c) Provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims; and
- (d) Provide coverage for defamation. In the discretion of the Board of Directors, the policy may also include coverage for any manager and any employees of the manager and may provide that such coverage is secondary to any other policy that covers the manager or any employees of the manager.

25.5 Insurance Coverage for Theft and Embezzlement of Association Funds. The Association may obtain insurance covering the theft or embezzlement of funds that shall:

- (a) Provide coverage for an amount of not less than the sum of three months regular assessment in addition to the prior calendar year's highest monthly balance on all operating and reserve funds; and
- (b) Provide coverage for theft or embezzlement of funds by:
 - (i) Officers and Board of Directors member of the Association;
 - (ii) Employees and volunteers of the Association;
 - (iii) Any manager of the Association; and
 - (iv) Officers, directors and employees of any manager of the Association.

25.6 Certificates. Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association and upon written request, to any Owner or Lender.

25.7 Named Insured. The named insured under any policy of insurance shall be the Association. Each Owner shall also be an insured under all property and CGL insurance policies.

25.8 Association's Right to Negotiate All Claims and Losses and Receive Proceeds. Insurance proceeds for a loss under the Association's property insurance policy shall be payable the Association; and shall not be payable to a holder of a security interest. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any proceeds remaining after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Dwellings. Each Owner hereby appoints the Association, as attorney-in-fact for the purpose of negotiating all losses related thereto, including: the collection, receipt of, and the execution of releases of liability, and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representative, successors or assigns of an Owner.

25.9 Owner Act Cannot Void Coverage Under Any Policy. Unless an Owner is acting within the scope of the Owner's authority on behalf of the Association and under direct authorization of the Association, an Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.

25.10 Waiver of Subrogation against Owners and Association. All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association and the Owners and their respective agents and employees.

25.11 Owners' Individual Coverage. **EACH OWNER SHOULD PURCHASE INDIVIDUAL PROPERTY, FIRE AND EXTENDED COVERAGE IN THE AMOUNT RECOMMENDED BY THE OWNER'S INDEPENDENT INSURANCE AGENT.**

LAKEVIEW CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC.

By:



Scott Olson


Its: Board Member

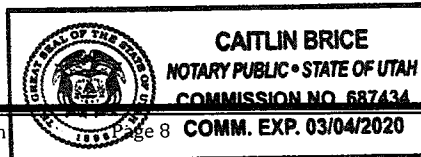
STATE OF UTAH)

: ss

COUNTY OF Davis)

The foregoing instrument was acknowledged before me this 19th day of October, 2017, Scott Olson, who by me being duly sworn, did say that he is a Board Member of Lakeview Condominiums Homeowners Association, Inc.


Notary Public



LAKEVIEW CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC.

By:

Bobbi M. Bennett

Bobbi M. Bennett 10/19/17

Its: Board Member

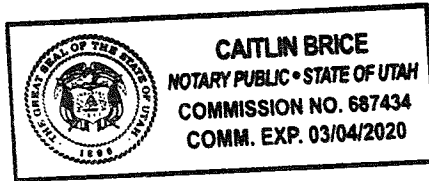
STATE OF UTAH)

: SS

COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 19th day of October, 2017, Bobbi M. Bennett, who by me being duly sworn, did say that he is a Board Member of Lakeview Condominiums Homeowners Association, Inc.

Caitlin Brice
Notary Public



LAKEVIEW CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC.

By:

Jeffrey Fielding

Jeffrey Fielding

Its: Board Member

STATE OF UTAH)

: SS

COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 19th day of October, 2017, Jeffrey Fielding, who by me being duly sworn, did say that he is a Board Member of Lakeview Condominiums Homeowners Association, Inc.

Caitlin Brice
Notary Public

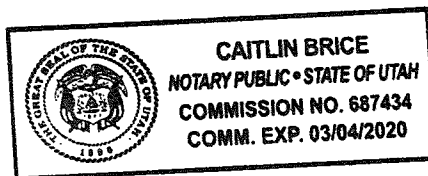


Exhibit "A"

Building A, Units 75, 77, 79, 81, 83, 85, 87 89, AMD Lakeview Condo of Bountiful

Building B, Units 91, 93, 95, 97, AMD Lakeview Condo of Bountiful

Building C, Units 101, 105, 111, 115, 119, 123, 127, 131, AMD Lakeview Condo of Bountiful

Building D, Units 136, 139, 141, 145, 151, 153, 159, 163, AMD Lakeview Condo of Bountiful

Building E, Units 134, 138, 142, 146, 150, 154, 158, 162, AMD Lakeview Condo of Bountiful

Building F, Units 102, 106, 110, 114, 118, 122, 126, 130, AMD Lakeview Condo of Bountiful

Building G, Units 92, 94, 96, 98, AMD Lakeview Condo of Bountiful

Building H, Units 67, 69, 71, 73 AMD, Lakeview Condo of Bountiful

Building I, Units 59, 61, 63, 65, AMD Lakeview Condo of Bountiful

Building J, Units 70, 72, 74, 76, AMD Lakeview Condo of Bountiful

Tax I.D. Nos. 03-066-0001 to 0060