

AMENDMENT TO THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR THE DAVENCOURT TOWNHOMES  
(Plats A, B, C, D and E)

This Amendment is made this the 9th day of October 2010, and amends the Declaration and By-Laws filed on the 24<sup>th</sup> day of September, 2005, which are identified as entry No. 27993:2006, and any amendments to such Declaration and By-Laws that were made subsequent to the date the Declaration and By-Laws were recorded, and is made pursuant to the Utah Condominium Ownership Act.

**Section 6.03 letter (c) and (e) are amended to read as follows:**

- (c) There shall be no more than 10 (ten) separate rental Units in the Association at any one time. Any Owner who violates this section of the Declaration shall be subject to a Three Hundred Dollar (\$300) fine for every month his/her Unit is occupied by renters. The outstanding balance on such fine shall accrue interest at the rate of one and one-half percent per month and the Association may bring an action against the Owner who is personally liable for the fine and interest. The Association may also foreclose its lien against the lot or both to collect the fine, interest, just as with delinquent assessments. Any judgment obtained by the Association in connection with the collection of fines, delinquent assessments and related charges shall include reasonable attorney fees, court costs, and every other expense incurred by the Association in enforcing its rights. An Owner shall rent no more than 1 (one) Unit in the Davencourt townhome community as of this date: October 9th 2010. The Owners owning multiple rental Units before October 9<sup>th</sup>, 2010, are legally 'grandfathered' into the system and cannot be forced to sell or abandon their Units. However, if an Owner with multiple rentals sells one or more of the rental Units, it may not purchase another Unit to restore the number of Units the Owner owned prior to the sale.
- (e) For the purpose of maintaining the rental cap, a waiting list has been established, which will be known as the "rental waiting list." This waiting list is a 'first come first serve' basis. If, at any time, an Owner desires to have his/her name and Unit number added to the rental waiting list, the Owner can mail or hand-deliver such a request to the Board and/or its managing agent. If, at any time, the number of rentals in the Association falls below 10 (ten), the Board and/or the Association's managing agent will give notice to the next qualifying Unit on the rental waiting list. Such notice shall either be made in-person, by telephone, confirmed email or by a letter sent to the Owner's mailing address, subject to the Board's discretion. The Owner has 1 (one) week from the date notice was given to decide if he/she wants to rent his/her Unit out (if notice is sent by letter, then notice shall be deemed given three days after mailing the letter). If this Unit Owner chooses not to exercise his or her position on the rental waiting list or fails to timely respond, that Owner's name will automatically be dropped down 1 (one) name on the waiting list and the next Owner on the list will be given notice. If the Owner decides to exercise his or her position on the waiting list, he/she has 90 (ninety) days to get renters moved into the Davencourt townhome Unit or the Owner to move out while waiting to find renters. If there are extenuating circumstances and the Owner needs more than the 90 (ninety) days allotted, the Owner can petition the Board for an extension period. This extension period will be subject to Board approval. The Board has the right to accept, modify or deny the extension time period the Owner brings before the Board. If these rules and time line are not followed, the Owner will lose their right to rent and their name will be dropped down 1 (one) on the waiting list, and the next Owner in line on the rental waiting list will be given the opportunity to rent.

AMENDMENT TO THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE DAVENCOURT TOWNHOMES  
(Plats A, B, C, D and E)

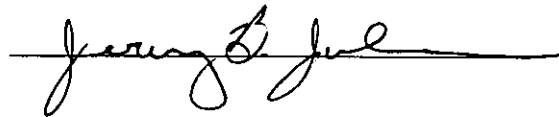
This Amendment is made this the 9<sup>th</sup> day of October, 2010, and amends the Declaration and By-Laws filed on the 30<sup>th</sup> day of July, 2004, which is identified as entry No. 87718:2004, and any amendments to such Declaration and By-Laws that were made subsequent to the date the Declaration and By-Laws were recorded by prior to the date this Amendment is filed, and is made pursuant to the Utah Condominium Ownership Act.

**Amendment 2, Section 11.13 of the bylaws shall be amended so that the following language is removed from section 11.3:**

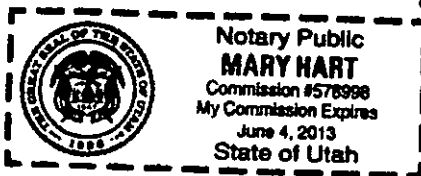
“...Each Trustee shall have his monthly Association dues waived as compensation for his service; provided the Trustee is satisfactorily performing his responsibilities as a Trustee. A determination of whether a Trustee is satisfactorily performing his responsibilities shall be determined by a majority vote of the other Trustees.”

DATED this 16<sup>th</sup> day of November, 2010

DAVENCOURT TOWNHOMES



SUBSCRIBED AND SWORN to before me this 16<sup>th</sup> Day of November



NOTARY PUBLIC