

WHEN RECORDED RETURN TO:

UA FIU, LLC
579 Heritage Park Blvd. #226
Layton, Utah 84041



**FIRST AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
PARADISE PARKWAY TOWNHOMES P.U.D.**

This Amendment to the Declaration of Declaration of Covenants, Conditions, and Restrictions for Paradise Parkway Townhomes P.U.D. ("Paradise Parkway") is made and executed by UA FIU LLC, L.C. of 579 Heritage Park Blvd. #226, Layton, Utah 84041 (the "Declarant").

RECITALS

Whereas, The Original Declaration of Covenants, Conditions, and Restrictions for Paradise Parkway was recorded in the office of the County Recorder of Rich County, Utah on the 12th day of August 2021 as Entry No. 100983 of the Official Records (the "Declaration").

Whereas, the related Plat Map(s) of the Project has also been recorded in the office of the County Recorder of Rich County, Utah.

Whereas, under Article XV, Section 15.1 of the Declaration, Declarant reserved the right to amend the Declaration.

Whereas, all of the voting requirements have been satisfied.

Whereas, this affects the real property located in Rich County, Utah described with particularity on Exhibits "A" attached hereto and incorporated herein by this reference.

RECITALS

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Owners thereof, Declarant hereby amends the Declaration as follows:

1. 9.4 of the Declaration is hereby amended to read as follows:

9.4. Recreational Vehicles. No boats, trailers, motorhomes, large trucks, commercial vehicles, RVs, or the like belonging to Owners or Occupants of the Project can be parked by the units. Renters/owners may use the overflow parking lot only when occupying a unit. No long term storage will be allowed. Parking lot may be used for a maximum of 7 days. Overflow parking lot will be on a first come first served basis. Any long term parking will be in violation and subject to being towed. No motor vehicle of any kind shall be repaired, constructed, or reconstructed upon any Lot, private street or other Common Areas, except for emergency repairs to vehicles. The Board is authorized to adopt Rules that vary or expand upon the restrictions

set forth in this Section.

2. 9.10 of the Declaration is hereby amended to read as follows:

9.10. Parking. Owners, Occupants, and tenants may only park in their garage, driveway or assigned Limited Common Area parking space. Common Area handicapped parking stall shall be subject to and governed by Association Rules, and may be assigned by the Board. The Board may adopt additional Rules expanding or varying the restrictions relating to the parking of vehicles within the Project, including, without limitation: the size and dimensions of the vehicles parked within the Project; the admission and temporary parking of vehicles within the Project; the use of the undesignated parking spaces identified on the Plat, if any, including, without limitation, the right to loan or license the visitor parking spaces in the discretion of the Board; the right to remove or cause to be removed any vehicles that are improperly parked; the time visitor spaces may be used; and the assessment of fines and charges to Owners and Occupants who violate, or whose invitees violate, such Rules.

3. 9.13 of the Declaration is hereby amended to read as follows:

9.13. Leases. The leasing and Non-Owner Occupancy of all Living Units shall be governed by this Section and any Rules and procedures adopted as allowed in this Section.

(a) (i)

(ii)

Definitions. For the purpose of this Section:

“Non-Owner Occupied” means:

- (1) For a Living Unit owned in whole or in part by a natural individual or individuals, the Living Unit is occupied by someone, but no individual Owner occupies the Living Unit as the individual Owner’s primary residence; or
- (2) For a Living Unit owned entirely by one or more entities or trusts, the Living Unit is occupied by anyone.

“Family Member” means:

- (1) The spouse, parent, sibling, or child of an Owner; or
- (2) In the case of a Living Unit owned by a trust or other entity created for estate planning purposes, a Person occupying the Living Unit if the trust or other estate planning entity that owns the Living Unit was created for the estate of (i) the current Occupant of the Living Unit, or (ii) the spouse, parent, child, or sibling of the current Occupant of the Living Unit.

Maximum Number of Non-Owner Occupied Living Units. The number of Living

(b) Requirements for Leasing and Non-Owner Occupancy. The Owners of all Leased or Non-Owner Occupied Living Units must comply with the following provisions:

(i) Long term rentals (longer than 6 months) are allowed Any long term lease or agreement longer than 6 months for allowable Non-Owner Occupancy must be in writing, and shall provide as a term of the agreement that the Occupant shall comply with the Governing Documents, and that any failure to comply shall be a default under the lease agreement. If a lease agreement for Non-Owner Occupancy (whether in writing or

include these provisions, they shall nonetheless be deemed to be part of the lease agreement and binding on the Owner and the Occupant.

(ii) Short term rentals are allowed. A Non-Owner Occupant may occupy any Living Unit for transient, short-term (less than six months), hotel, resort, vacation, Airbnb, or seasonal use (whether for pay or not).

(iii) No Owner may lease less than the entire Living Unit.

(iv) The Board is authorized to adopt further rules related to Non-Owner

(v). Owners must comply with all rules and guidelines pertaining to the city code including but not limited to parking, max number of occupants, noise, etc. The current maximum number of cars per unit is 3. The maximum number of occupants is 12 guests per unit.

Occupied Living Units and the Occupants of those Living Units. Such rules may include, but are not limited to: requiring copies of lease or other agreements for Non-Owner Occupancy to be delivered to the Association, requiring informational forms to be filled out by Owners and/or Occupants' identifying Non-Owner Occupants, vehicles, phone numbers, etc., or any other reasonable administrative provisions the Board deems appropriate to enforce the requirements of this Section and the Governing Documents.

(c) not subject to the cap on Non-Owner Occupied Living Units set forth in subsection (b) above:

(d) a Living Unit shall be responsible for the Non-Owner Occupants' and any guests' compliance with the Governing Documents and shall be jointly and severally liable for any violations thereof.

(e) Violations.

(i) If a Living Unit is leased in violation of this Section, the Board may assess fines against the Owner pursuant to a schedule of fines adopted by the Board.

(ii) If a Living Unit is leased in violation of any provision of this Section, (regardless of whether any fines have been imposed) the Board may proceed with any available legal remedies, including, without limitation, an action to require the Owner to terminate the lease agreement and remove the tenant.

(iii) If the Board determines that a Non-Owner Occupant has violated a provision of the Governing Documents, the Board may require an Owner to terminate a lease agreement with such Occupant.

(iv) In addition to any other remedy for non-compliance, after reasonable notice, the Association shall have the right to initiate an action and obtain a forcible entry and unlawful detainer order from the court, or similar action, with the purpose of removing the offending Non-Owner Occupant. The Association, the Board, and the Manager shall not have any liability for any action taken pursuant to this subsection and the Owner shall indemnify and pay the defense costs of the Association, the Board, and the Manager arising from any claim related to any action taken in good faith by any of them pursuant to this subsection.

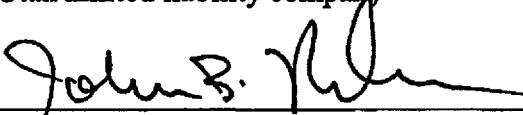
Joint and Several Liability of Owner and Non-Owner Occupants. The Owner of (v) Fines, charges, and expenses incurred in enforcing the Association's Governing Documents with respect to a Non-Owner Occupant, and for any costs incurred by the Association in connection with any action under this Section, including reasonable attorney fees (regardless of whether any lawsuit or other action is commenced), shall be an individual

assessment against the Owner and Living Unit which may be collected and foreclosed on by the Association

- 4. **Conflict.** In the event of any conflict, inconsistency, or incongruity between the provisions of this amendment to the Declaration and the provisions of the Declaration, this document shall in all instances control.
- 5. **Severability.** Any provision in this contract, or part thereof, prohibited by the laws of the State of Utah, shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this document.
- 6. **Effective Date.** The effective date of this amendment to the Declaration shall be the date on which said instrument is filed for record in the Office of the County Recorder of Rich County, Utah.

EXECUTED this 6 day of ^{May}~~April~~, 2022.


DECLARANT:
UA FIU, LLC
a Utah limited liability company

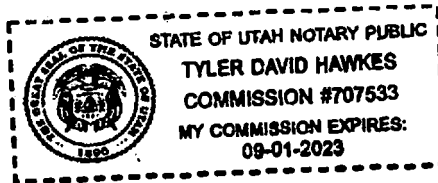


Name: John Nelson
Title: Managing Member

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the 6 day of May, 2022, personally appeared before me Tyler Hawkes being duly sworn, did say that he is the Managing Member of UA FIU, a Utah Limited Liability Company, and that the within and foregoing instrument was signed in behalf of said UA FIU, LLC pursuant to its Articles of Organization and/or by authority of a resolution of its members, and said John Nelson, duly acknowledged to me that UA FIU, LLC executed the same.



NOTARY PUBLIC

Legal Description

All of Units 1 – 128, Paradise Parkway Townhomes, according to the official plat thereof, on file and of record in the office of the Rich County Recorder, State of Utah.

Tax Serial No's: 41-17-260-0001 thru 41-17-260-0128