

**THIRD AMENDMENT TO THE
AMENDED & RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
BELLA MONTE AT DRAPER MEADOWS CONDOMINIUMS**

This THIRD AMENDMENT TO THE AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BELLA MONTE AT DRAPER MEADOWS CONDOMINIUMS has been approved and adopted by the Bella Monte Owners Association, Inc. (“Association”) and becomes effective when recorded with the Salt Lake County Recorder’s Office.

RECITALS

A. Bella Monte at Draper Meadows Condominiums is a condominium development located in Draper, Utah, Salt Lake County that was originally made subject to certain covenants, conditions, and restrictions as provided in the “Declaration of Covenants, Conditions and Restrictions of Bella Monte at Draper Meadows Condominiums” as recorded on February 10, 2006 as Entry Number 9634620 with the Salt Lake County Recorder (“Original Declaration”).

B. The Original Declaration was amended and replaced by the “Amended & Restated Declaration of Covenants, Conditions and Restrictions of Bella Monte at Draper Meadows Condominiums” as recorded on May 17, 2007 as Entry Number 10103442 with the Salt Lake County Recorder. (“Declaration”).

C. The Declaration was amended by the “First Amendment to Amended & Restated Declaration of Covenants, Conditions and Restrictions of Bella Monte at Draper Meadows Condominiums” as recorded on September 26, 2007 as Entry Number 10233300 with the Salt Lake County Recorder.

D. The Declaration was next amended by the “Amendment to the Declaration and Bylaws for Bella Monte Owners Association” as recorded on June 8, 2016 as Entry Number 12295520 with the Salt Lake County Recorder.

E. The Association and Owners desire to further amend the Declaration as provided below.

F. Article XIV, Section 14.3 of the Declaration provides that the Association may amend the Declaration with the affirmative vote of at least sixty-seven percent (67%) of the Owners.

G. At least 67% of the Owners have approved each of the Declaration amendments listed below.

H. There are no Eligible Mortgagees as defined in the Declaration.

I. This Amendment to the Declaration shall be binding upon the Property, including all Units and Common Areas. See Exhibit A.

J. Unless specifically modified herein, all remaining provisions of the Declaration shall remain in full force and effect.

K. In case of any conflict between the terms of this Amendment and the terms of the Declaration, the provisions of this Amendment shall control.

L. Unless otherwise provided in this Amendment, capitalized terms used herein shall have the same meaning and effect as used or defined in the Declaration.

AMENDMENTS

Amendment One

Article I, Section 1.22 of the Declaration is hereby amended to read as follows:

1.22 “**Limited Common Areas**” mean any Common Areas designated as reserved by the Owner of a certain Unit or Units to the exclusion of the other Owners in the Project. Any parking areas, patios, decks, courtyards, and storage facilities that are identified on the Plat or in the Declaration as Limited Common Areas are permanently assigned to specific Units, as an appurtenance to such Units, for the exclusive use of such Units. The Plat or this Declaration designates the Unit or Units to which the Limited Common Areas may be reserved and appurtenant, if any. Limited Common Areas also include those parking stalls that are permanently assigned to specific Units as further explained in Section 4.7 below and as identified on Exhibit “B” attached hereto and incorporated herein by this reference. Furthermore, Limited Common Areas include any parking stalls that are assigned or leased to an Owner or resident during the duration of the assignment or lease.

Amendment Two

Article III, Section 3.5 of the Declaration is hereby amended to read as follows:

3.5 **Maintenance of Condominium Building Exteriors**. The Association shall maintain all Condominium Building Exteriors as follows: paint, repair, replacement and care of roofs, gutters, down spouts, foundations, window wells, sump pumps, fences (except Unit backyard fencing which shall be the responsibility of the Unit Owner(s) using or sharing the fence), exterior building surfaces, exterior door and other exterior improvements, as well as all trees, shrubs, grass, walks and steps located on or around a Unit. Such exterior maintenance shall not include glass surfaces and window screens, or patios included on any Unit. The Association shall have the right of entry to any Condominium or any Limited Common Area at any time to perform emergency repairs and at other reasonable times to do other work necessary for maintenance of the Condominium Building Exteriors and the Project. If the need for maintenance or repair of the Condominium Building Exteriors with respect to a Unit is caused through the willful or negligent acts of its Owner(s), or through the willful or negligent acts of the family, guests, tenants or invitees of the Owner(s) of the Unit needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become a part of the assessment to which such Unit is subject.

Amendment Three

Article IV, Section 4.3 of the Declaration is hereby amended with the addition of the following subsection (D) which reads as follows:

(D) The right of the Association to lease and assign parking stalls on a non-permanent basis to Owners or residents, at which point in time such parking stalls become Limited Common Areas for the exclusive use of the lessee/assignee for the duration of the assignment or lease. Assigned and leased parking stalls may be subject to parking fees as determined by the Board, except as provided in Section 4.7.

Amendment Four

Article IV of the Declaration is hereby amended with the addition of Section 4.7 which reads as follows:

4.7 Permanent Assigned Parking Stalls. There are parking stalls surrounding: (i) the stacked condominium building located at 13528 S. Venicia Way (Building 1) consisting of Units 111, 112, 113, 114, 121, 122, 123, 124, 131, 132, 133, and 134; and (ii) the stacked condominium building located at 114 E Bella Monte Drive (Building 14) consisting of Units 1411, 1412, 1413, 1414, 1421, 1422, 1423, 1424, 1431, 1432, 1433, and 1434. In order to ensure that each Unit within the Project has at least one (1) permanently assigned parking stall at no charge, the Association hereby permanently assigns certain parking stalls to certain Units as identified and set forth on the map image included with Exhibit "B" attached hereto and incorporated herein by this reference. These permanently assigned parking stalls shall be Limited Common Areas appurtenant to the assigned Unit, reserved for the exclusive use of that Unit, shall pass with title to the assigned Unit, and shall not be subject to any Association parking fees. The other unassigned parking stalls illustrated on Exhibit "B" shall remain part of the Common Areas, unless leased or assigned to a Unit by the Association as set forth in Section 4.3(D) above.

Amendment Five

Section 11.2 of the Declaration is hereby amended to read as follows:

11.2 Use of Common Areas. The Common Areas shall be used only in a manner consistent with their community nature and with the rules, regulations, and use restrictions applicable to Units and Condominiums.

Amendment Six

Section 14.1 of the Declaration is hereby amended to read as follows:

14.1 Notices. Notwithstanding any other provision to the contrary, any notice required or permitted to be given to any Owner or resident under the provisions of this Declaration, the Bylaws, or other Governing Documents shall be deemed to have been properly furnished if sent by mail, email, text, hand-delivery, or as otherwise permitted by the Condominium Act to the Owner or resident at the latest mailing address, email address, or phone number appearing in the records of the Association for such person at the time the notice is sent. Owners shall register a mailing address, phone number, and email address with the Association for notice purposes. If no mailing address is provided, the Owner's Unit shall be deemed to be the Owner's registered address.

Amendment Seven

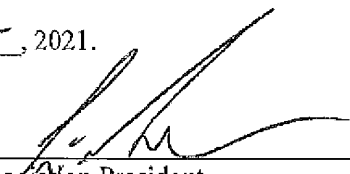
Section 14.3 of the Declaration is hereby amended to read as follows:

14.3 Amendment. Except as otherwise provided, the Declaration may be amended upon the affirmative vote of at least 65% of the voting interests of the Association. Any amendment(s) shall be effective upon recordation with the Salt Lake County Recorder. In such instrument, an officer authorized by the Board, shall certify that the vote required by this Section for amendment has occurred. If a Unit is owned by more than one Owner, the vote of any one Owner shall be sufficient to constitute approval for that Unit under this Section. If a Unit is owned by an entity or trust, the vote of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Unit under this Section. No acknowledgment of any signature used for voting shall be required. Amendments may be proposed by a majority of the Board or by Owners holding at least 40% of the Association's voting interests. All amendments must be reduced to writing and sent to all Owners for official vote by the Association.

CERTIFICATION

The Board of Trustees certifies that the foregoing amendments to the Declaration were duly approved as set forth in the Recitals and as required by the Declaration. The Board has authorized the Association's president to execute this document on behalf of the Board as a whole.

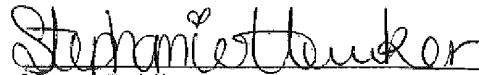
EXECUTED this 14 day of September, 2021.



Association President

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

On the 14th day of September, 2021, personally appeared before me Eric Sorensen, who by me being duly sworn, did say that he/she is the President of the Bella Monte Owners Association, Inc., that he/she is authorized by the Board of Trustees of said association to execute this document, and that the foregoing information is true to the best of his/her knowledge.



Notary Public

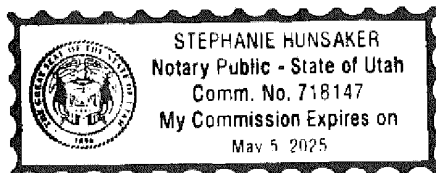


EXHIBIT A
Legal Descriptions

All of BELLA MONTE AT DRAPER MEADOWS according to the official plat on file in the office of the Salt Lake County Recorder as Entry No. 9434619.

<u>Building No.</u>	<u>Unit No.</u>	<u>Parcel No.</u>	<u>Building No.</u>	<u>Unit No.</u>	<u>Parcel No.</u>
BLDG 1	UNIT 111	34-06-103-001	BLDG 7	UNIT 7 - 3	34-06-103-034
BLDG 1	UNIT 112	34-06-103-002	BLDG 8	UNIT 8 - 1	34-06-103-035
BLDG 1	UNIT 113	34-06-103-003	BLDG 8	UNIT 8 - 2	34-06-103-036
BLDG 1	UNIT 114	34-06-103-004	BLDG 8	UNIT 8 - 3	34-06-103-037
BLDG 1	UNIT 121	34-06-103-005	BLDG 8	UNIT 8 - 4	34-06-103-038
BLDG 1	UNIT 122	34-06-103-006	BLDG 8	UNIT 8 - 5	34-06-103-039
BLDG 1	UNIT 123	34-06-103-007	BLDG 9	UNIT 9 - 1	34-06-103-040
BLDG 1	UNIT 124	34-06-103-008	BLDG 9	UNIT 9 - 2	34-06-103-041
BLDG 1	UNIT 131	34-06-103-009	BLDG 9	UNIT 9 - 3	34-06-103-042
BLDG 1	UNIT 132	34-06-103-010	BLDG 9	UNIT 9 - 4	34-06-103-043
BLDG 1	UNIT 133	34-06-103-011	BLDG 10	UNIT 10 - 1	34-06-103-044
BLDG 1	UNIT 134	34-06-103-012	BLDG 10	UNIT 10 - 2	34-06-103-045
BLDG 2	UNIT 2 - 1	34-06-103-013	BLDG 10	UNIT 10 - 3	34-06-103-046
BLDG 2	UNIT 2 - 2	34-06-103-014	BLDG 10	UNIT 10 - 4	34-06-103-047
BLDG 2	UNIT 2 - 3	34-06-103-015	BLDG 10	UNIT 10 - 5	34-06-103-048
BLDG 3	UNIT 3 - 1	34-06-103-016	BLDG 11	UNIT 11 - 1	34-06-103-049
BLDG 3	UNIT 3 - 2	34-06-103-017	BLDG 11	UNIT 11 - 2	34-06-103-050
BLDG 3	UNIT 3 - 3	34-06-103-018	BLDG 11	UNIT 11 - 3	34-06-103-051
BLDG 3	UNIT 3 - 4	34-06-103-019	BLDG 11	UNIT 11 - 4	34-06-103-052
BLDG 4	UNIT 4 - 1	34-06-103-020	BLDG 12	UNIT 12 - 1	34-06-103-053
BLDG 4	UNIT 4 - 2	34-06-103-021	BLDG 12	UNIT 12 - 2	34-06-103-054
BLDG 4	UNIT 4 - 3	34-06-103-022	BLDG 12	UNIT 12 - 3	34-06-103-055
BLDG 4	UNIT 4 - 4	34-06-103-023	BLDG 12	UNIT 12 - 4	34-06-103-056
BLDG 5	UNIT 5 - 1	34-06-103-024	BLDG 13	UNIT 13 - 1	34-06-103-057
BLDG 5	UNIT 5 - 2	34-06-103-025	BLDG 13	UNIT 13 - 2	34-06-103-058
BLDG 5	UNIT 5 - 3	34-06-103-026	BLDG 13	UNIT 13 - 3	34-06-103-059
BLDG 5	UNIT 5 - 4	34-06-103-027	BLDG 14	UNIT 1411	34-06-103-060
BLDG 6	UNIT 6 - 1	34-06-103-028	BLDG 14	UNIT 1412	34-06-103-061
BLDG 6	UNIT 6 - 2	34-06-103-029	BLDG 14	UNIT 1413	34-06-103-062
BLDG 6	UNIT 6 - 3	34-06-103-030	BLDG 14	UNIT 1414	34-06-103-063
BLDG 6	UNIT 6 - 4	34-06-103-031	BLDG 14	UNIT 1421	34-06-103-064
BLDG 7	UNIT 7 - 1	34-06-103-032	BLDG 14	UNIT 1422	34-06-103-065
BLDG 7	UNIT 7 - 2	34-06-103-033	BLDG 14	UNIT 1423	34-06-103-066

<u>Building No.</u>	<u>Unit No.</u>	<u>Parcel No.</u>	<u>Building No.</u>	<u>Unit No.</u>	<u>Parcel No.</u>
BLDG 14	UNIT 1424	34-06-103-067	BLDG 21	UNIT 21 - 4	34-06-103-100
BLDG 14	UNIT 1431	34-06-103-068	BLDG 22	UNIT 22 - 1	34-06-103-101
BLDG 14	UNIT 1432	34-06-103-069	BLDG 22	UNIT 22 - 2	34-06-103-102
BLDG 14	UNIT 1433	34-06-103-070	BLDG 22	UNIT 22 - 3	34-06-103-103
BLDG 14	UNIT 1434	34-06-103-071	BLDG 22	UNIT 22 - 4	34-06-103-104
BLDG 15	UNIT 15 - 1	34-06-103-072	BLDG 23	UNIT 23 - 1	34-06-103-105
BLDG 15	UNIT 15 - 2	34-06-103-073	BLDG 23	UNIT 23 - 2	34-06-103-106
BLDG 15	UNIT 15 - 3	34-06-103-074	BLDG 23	UNIT 23 - 3	34-06-103-107
BLDG 15	UNIT 15 - 4	34-06-103-075	BLDG 23	UNIT 23 - 4	34-06-103-108
BLDG 15	UNIT 15 - 5	34-06-103-076			
BLDG 15	UNIT 15 - 6	34-06-103-077			
BLDG 16	UNIT 16 - 1	34-06-103-078			
BLDG 16	UNIT 16 - 2	34-06-103-079			
BLDG 16	UNIT 16 - 3	34-06-103-080			
BLDG 16	UNIT 16 - 4	34-06-103-081			
BLDG 17	UNIT 17 - 1	34-06-103-082			
BLDG 17	UNIT 17 - 2	34-06-103-083			
BLDG 17	UNIT 17 - 3	34-06-103-084			
BLDG 18	UNIT 18 - 1	34-06-103-085			
BLDG 18	UNIT 18 - 2	34-06-103-086			
BLDG 18	UNIT 18 - 3	34-06-103-087			
BLDG 18	UNIT 18 - 4	34-06-103-088			
BLDG 19	UNIT 19 - 1	34-06-103-089			
BLDG 19	UNIT 19 - 2	34-06-103-090			
BLDG 19	UNIT 19 - 3	34-06-103-091			
BLDG 19	UNIT 19 - 4	34-06-103-092			
BLDG 20	UNIT 20 - 1	34-06-103-093			
BLDG 20	UNIT 20 - 2	34-06-103-094			
BLDG 20	UNIT 20 - 3	34-06-103-095			
BLDG 20	UNIT 20 - 4	34-06-103-096			
BLDG 21	UNIT 21 - 1	34-06-103-097			
BLDG 21	UNIT 21 - 2	34-06-103-098			
BLDG 21	UNIT 21 - 3	34-06-103-099			

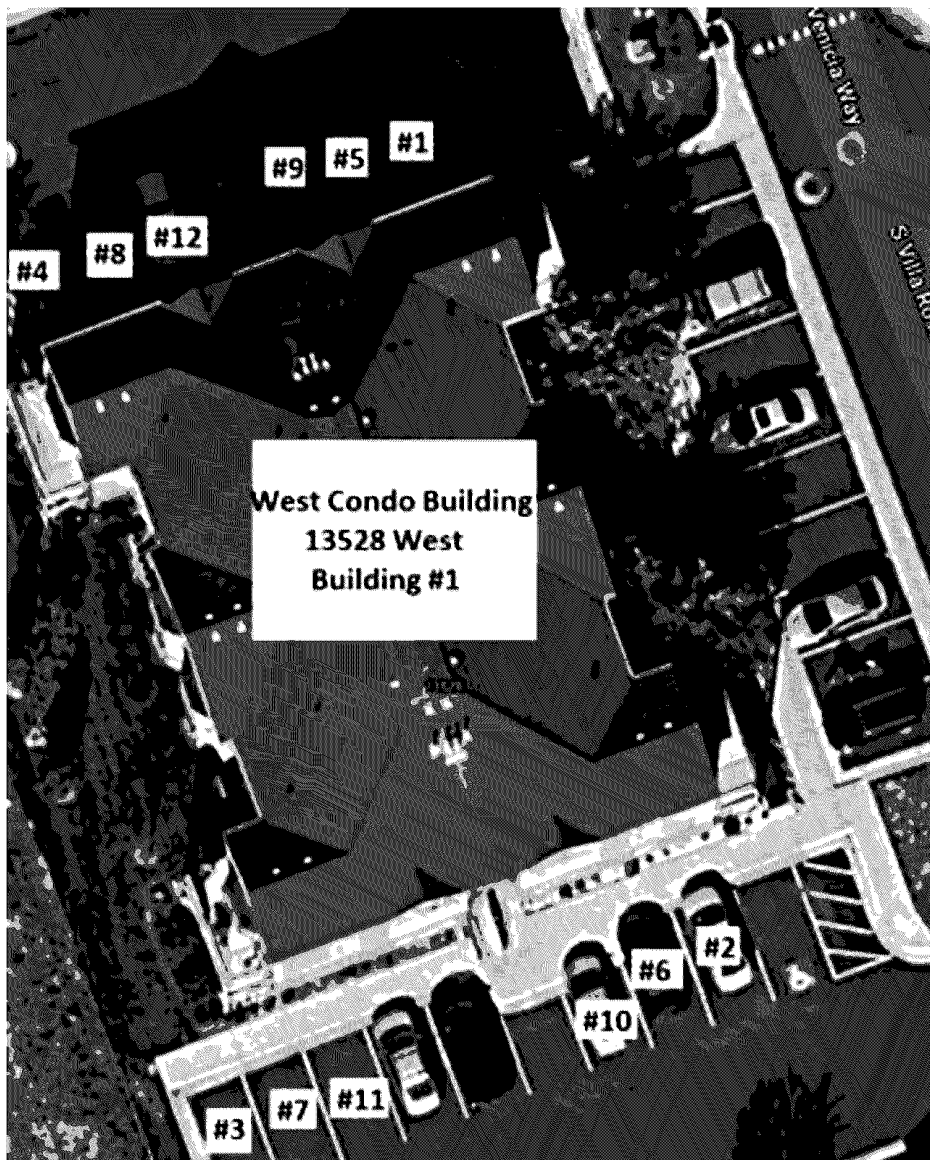
EXHIBIT B
Parking Map for Permanent Assigned Parking Stalls
Buildings 1 and 14

Building 1:

Unit 111 = #1
Unit 112 = #2
Unit 113 = #3
Unit 114 = #4

Unit 121 = #5
Unit 122 = #6
Unit 123 = #7
Unit 124 = #8

Unit 131 = #9
Unit 132 = #10
Unit 133 = #11
Unit 134 = #12



Building 14:

Unit 1411 = #1
Unit 1412 = #2
Unit 1413 = #3
Unit 1414 = #4

Unit 1421 = #5
Unit 1422 = #6
Unit 1423 = #7
Unit 1424 = #8

Unit 1431 = #9
Unit 1432 = #10
Unit 1433 = #11
Unit 1434 = #12

