
**THIRD AMENDMENT TO THE
DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS OF COTTAGES AT
CAMELOT VILLAGE**

(RENTAL PROHIBITION)

This THIRD AMENDMENT TO THE DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS OF COTTAGES AT CAMELOT VILLAGE ("Third Amendment") is effective when recorded with the Utah County Recorder's Office by The Cottages at Camelot Village Owners Association, Inc., a Utah Non-Profit Corporation (the "Association").

RECITALS

- A. *The Declaration of Protective Easements, Covenants, Conditions and Restrictions of Cottages at Camelot Village* was recorded in the Utah County Recorder's Office on November 9, 2001 as Entry No. 116559:2001 (the "Declaration").
- B. *The Amendment to the Declaration of Protective Easements, Covenants, Conditions and Restrictions of Cottages at Camelot Village* was recorded in the Utah County Recorder's Office on April 20, 2011 as Entry No. 30277:2011 (the "First Amendment").
- C. *The Second Amendment to the Declaration of Protective Easements, Covenants, Conditions and Restrictions of Cottages at Camelot Village* was recorded in the Utah County Recorder's Office on January 28, 2015 as Entry No. 6604:2015 (the "Second Amendment").
- D. This document supersedes and replaces in its entirety the sections of the Declaration and any amendments thereto, as stated herein.
- E. This Third Amendment affects the real property situated in Utah County, Utah, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated in this Third Amendment by reference (the "Project"), and shall be binding on all parties having or acquiring any right, title, or interest to the Project or any part thereof.
- F. The Second Amendment to the Declaration contains a rental provision that allows for up to ten (10) Units within the Association to be rented at any given time.

- G. It is the intent of this Third Amendment to completely prohibit the rental or lease of Units within the Association, subject to the exemptions stated herein.
- H. Pursuant to Article XIII, Section 13.02 and 13.03 of the Declaration, the Association may amend the Declaration by obtaining the affirmative vote of at least sixty percent (60%) of the total voting interests of the Association.
- A. Unless specifically modified herein, all remaining provisions of the Declaration, and the First and Second Amendments shall remain in full force and effect.
- B. In case of any conflict between the terms of this Third Amendment and the terms of the Declaration or the First or Second Amendment, the provisions of this Third Amendment shall control.
- C. Unless otherwise provided in this Third Amendment, capitalized terms used herein shall have the same meaning and effect as used in the Declaration.

THIRD AMENDMENT

NOW, THEREFORE, the Declaration is amended as follows:

Article VI, Section 6.04 of the Declaration, entitled "Leases," is hereby ***removed and replaced in its entirety***, as follows:

6.04 Leases / Rentals. Leases and rentals of Units within the Association are strictly prohibited. A Unit is considered "leased" or "rented" if it is Non-Owner Occupied, as defined below. Notwithstanding anything to the contrary in the Declaration or Bylaws, all Non-Owner occupancy of a Unit shall be governed by this Section 6.04 and any rules and procedures adopted as allowed in this Section.

1) Definitions. For the purpose of this Section 6.04:

(a) "Non-Owner Occupied" means:

(i) For a Unit owned in whole or in part by a natural individual or individuals, the Unit is occupied by someone, but no individual Owner occupies the Unit as the individual Owner's primary residence;

or

- (ii) For a Unit owned entirely by one or more entities or trusts, the Unit is occupied by anyone.

2) Exemptions. The following Units may be Non-Owner Occupied:

- (a) A Unit owned by a person in the military for the period of the Owner's deployment.
- (b) A Unit occupied by the Owner's parent, child, or sibling.
- (c) A Unit whose Owner is relocated by the Owner's employer for a period of two (2) years or less.
- (d) A Unit owned by an entity that is occupied by an individual who has voting rights in the entity and who has a twenty-five percent (25%) or greater share of ownership in the entity.
- (e) 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: (1) the estate of a current occupant of the Unit; or (2) the parent, child, spouse, or sibling of the current occupant of the Unit.
- (f) Grandfather Clause. Units being rented before the time this Third Amendment is recorded with the Utah County Recorder shall be grandfathered and allowed to continue renting until the earliest of the following occurs: (i) the Unit Owner (or an officer, director, trustee or beneficiary of the entity that owns the Unit) occupies the Unit; or (ii) the Unit is conveyed or transferred.

The Board of Trustees ("Board") may adopt additional procedures, as needed, necessary to implement consistent administration and enforcement of this Section 6.04.

- 3) Minimum Lease Term for Non-Owner Occupied Units. The minimum lease term for Units authorized to be Non-Owner Occupied is six (6) months. Short-term rentals are prohibited.
- 4) Joint and Several Liability of Owner and Non-Owner Occupants. The Owner of a Unit shall be responsible for the Non-Owner Occupant's or any guest's compliance with the

Declaration, Bylaws and Association rules and the Owner and Occupant shall be jointly and severally liable for any fines for violations thereof.

- 5) Remedies for Violation. If an Owner fails to comply with this Section 6.04, or rents a Unit in violation of this Section 6.04, the Board may:
 - (a) Assess fines against the Owner and Owner's Unit pursuant to a schedule of fines adopted by the Board.
 - (b) Regardless of whether any fines have been imposed, proceed with any other available legal remedies, including, without limitation, injunctive action to require the Owner to terminate the rental agreement and remove the tenant, and cease renting his or her Unit in violation of this Section 6.04. For purpose of any such action, the offending Owner's violation of this Section 6.04 shall be deemed to cause irreparable harm to the Association.
 - (c) Pursuant to rules adopted under this Section, if the Board determines that a Non-Owner Occupant has violated a provision of the Declaration, the Bylaws, or rules and regulations, the Board may require an Owner to terminate a rental agreement with that Non-Owner Occupant.
 - (d) 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 property manager, if any, 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 property manager arising from any claim related to any action taken in good faith by any of them pursuant to this subsection.

- 6) Costs and Attorney Fees. Fines, charges, and expenses incurred in enforcing the Declaration, the Bylaws, and rules and

Exhibit A
Legal Description

All Units in the **COTTAGES AT CAMELOT VILLAGE PD, PLAT A**, as shown on the official plat thereof, recorded as Entry No. 116386-2001 in the Utah County Recorder's Office, State of Utah.

Parcel Nos.: 36:935:0001 through 36:935:0006

All Units in the **COTTAGES AT CAMELOT VILLAGE PD, PLAT B**, as shown on the official plat thereof, recorded as Entry No. 193432-2003 in the Utah County Recorder's Office, State of Utah.

Parcel Nos.: 65:041:0005 through 65:041:0009

All Units in the **COTTAGES AT CAMELOT VILLAGE PD, PLAT C**, as shown on the official plat thereof, recorded as Entry No. 141646-2003 in the Utah County Recorder's Office, State of Utah.

Parcel Nos.: 65:024:0009 through 65:024:0014

All Units in the **COTTAGES AT CAMELOT VILLAGE PD, PLAT D**, as shown on the official plat thereof, recorded as Entry No. 63263-2004 in the Utah County Recorder's Office, State of Utah.

Parcel Nos.: 65:055:0013 through 65:055:0017

All Units in the **COTTAGES AT CAMELOT VILLAGE PD, PLAT E**, as shown on the official plat thereof, recorded as Entry No. 75891-2004 in the Utah County Recorder's Office, State of Utah.

Parcel Nos.: 65:062:0017 through 65:062:0022

All Units in the **COTTAGES AT CAMELOT VILLAGE PD, PLAT F**, as shown on the official plat thereof, recorded as Entry No. 132757-2004 in the Utah County Recorder's Office, State of Utah.

Parcel Nos.: 65:087:0021 through 65:087:0026

All Units in the **COTTAGES AT CAMELOT VILLAGE PD, PLAT G**, as shown on the official plat thereof, recorded as Entry No. 132758-2004 in the Utah County Recorder's Office, State of Utah.

Parcel Nos.: 65:088:0025 through 65:088:0029

All Units in the **COTTAGES AT CAMELOT VILLAGE PD, PLAT H**, as shown on the official plat thereof, recorded as Entry No. 132759-2004 in the Utah County Recorder's Office, State of Utah.

Parcel Nos.: 65:089:0029 through 65:089:0033

All Units in the **COTTAGES AT CAMELOT VILLAGE PD, PLAT I**, as shown on the official plat thereof, recorded as Entry No. 132769-2004 in the Utah County Recorder's Office, State of Utah.

Parcel Nos.: 65:090:0033 through 65:090:0038

All Units in the **COTTAGES AT CAMELOT VILLAGE PD, PLAT J**, as shown on the official plat thereof, recorded as Entry No. 5170-2005 in the Utah County Recorder's Office, State of Utah.

Parcel Nos.: 65:105:0037 through 65:105:0041

All Units in the **COTTAGES AT CAMELOT VILLAGE PD, PLAT K**, as shown on the official plat thereof, recorded as Entry No. 5171-2005 in the Utah County Recorder's Office, State of Utah.

Parcel Nos.: 65:106:0041 through 65:106:0045

All Units in the **COTTAGES AT CAMELOT VILLAGE PD, PLAT L**, as shown on the official plat thereof, recorded as Entry No. 5172-2005 in the Utah County Recorder's Office, State of Utah.

Parcel Nos.: 65:107:0045 through 65:107:0049

All Units in the **COTTAGES AT CAMELOT VILLAGE PD, PLAT M**, as shown on the official plat thereof, recorded as Entry No. 44252-2005 in the Utah County Recorder's Office, State of Utah.

Parcel Nos.: 65:123:0049 through 65:123:0054

All Units in the **COTTAGES AT CAMELOT VILLAGE PD, PLAT N**, as shown on the official plat thereof, recorded as Entry No. 44253-2005 in the Utah County Recorder's Office, State of Utah.

Parcel Nos.: 65:124:0053 through 65:124:0057

All Units in the **COTTAGES AT CAMELOT VILLAGE PD, PLAT O**, as shown on the official plat thereof, recorded as Entry No. 44254-2005 in the Utah County Recorder's Office, State of Utah.

Parcel Nos.: 65:125:0057 through 65:125:0061

All Units in the **COTTAGES AT CAMELOT VILLAGE PD, PLAT P**, as shown on the official plat thereof, recorded as Entry No. 44255-2005 in the Utah County Recorder's Office, State of Utah.

Parcel Nos.: 65:126:0061 through 65:126:0065

All Units in the **COTTAGES AT CAMELOT VILLAGE PD, PLAT Q**, as shown on the official plat thereof, recorded as Entry No. 52166-2005 in the Utah County Recorder's Office, State of Utah.

Parcel Nos.: 65:138:0065 through 65:138:0071

All Units in the **COTTAGES AT CAMELOT VILLAGE PD, PLAT R**, as shown on the official plat thereof, recorded as Entry No. 52163-2005 in the Utah County Recorder's Office, State of Utah.

Parcel Nos.: 65:135:0071 through 65:135:0076

All Units in the **COTTAGES AT CAMELOT VILLAGE PD, PLAT S**, as shown on the official plat thereof, recorded as Entry No. 52164-2005 in the Utah County Recorder's Office, State of Utah.

Parcel Nos.: 65:136:0075 through 65:136:0079

All Units in the **COTTAGES AT CAMELOT VILLAGE PD, PLAT T**, as shown on the official plat thereof, recorded as Entry No. 52165-2005 in the Utah County Recorder's Office, State of Utah.

Parcel Nos.: 65:137:0079 through 65:137:0084

All Units in the **COTTAGES AT CAMELOT VILLAGE PD, PLAT U**, as shown on the official plat thereof, recorded as Entry No. 28955-2005 in the Utah County Recorder's Office, State of Utah.

Parcel Nos.: 65:115:0083 through 65:115:0087

All Units in the **COTTAGES AT CAMELOT VILLAGE PD, PLAT V**, as shown on the official plat thereof, recorded as Entry No. 28956-2005 in the Utah County Recorder's Office, State of Utah.

Parcel Nos.: 65:116:0087 through 65:116:0091

All Units in the **COTTAGES AT CAMELOT VILLAGE PD, PLAT W**, as shown on the official plat thereof, recorded as Entry No. 44256-2005 in the Utah County Recorder's Office, State of Utah.

Parcel Nos.: 65:127:0091 through 65:127:0095

All Units in the **COTTAGES AT CAMELOT VILLAGE PD, PLAT X**, as shown on the official plat thereof, recorded as Entry No. 44257-2005 in the Utah County Recorder's Office, State of Utah.

Parcel Nos.: 65:128:0095 through 65:128:0099

All Units in the **COTTAGES AT CAMELOT VILLAGE PD, PLAT Y**, as shown on the official plat thereof, recorded as Entry No. 52167-2005 in the Utah County Recorder's Office, State of Utah.

Parcel Nos.: 65:139:0099 through 65:139:0103