



Recorded at the request of:
Sienna Heights Garden Homes Owners Association Corp.

Record against the Property
described in Exhibit A

After Recording mail to:
JENKINS BAGLEY SPERRY, PLLC
Attn: Bruce C. Jenkins
285 W. Tabernacle, Ste. 301
St. George, UT 84770

**FIRST AMENDMENT
TO THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS
OF
SIENNA HEIGHTS GARDEN HOMES SUBDIVISION
(Rental Restrictions)**

As more particularly stated herein, this First Amendment to the Declaration of Covenants Conditions and Restrictions of Sienna Heights Garden Homes Subdivision (hereinafter "Amendment"), amends the following:

- (i) Declaration of Covenants Conditions and Restrictions of Sienna Heights Garden Homes Subdivision, recorded with the Washington County Recorder on October 21, 2010, as Doc. No. 20100035194; and
- (ii) Any and all supplements or amendments to the Declaration prior to the date of this Amendment, whether or not such were recorded in the records of the Washington County Recorder (the foregoing are collectively referred to herein as the "Declaration").

This Amendment is undertaken pursuant to Article 12 of the Declaration which provides that the Declaration may be amended by an instrument signed by not less than fifty-one percent (51%) of the Entire Membership (see Exhibit B). This Amendment shall take effect upon the date it is recorded in the records of the Washington County Recorder (the "Amendment Date"). All of the Property known as "Sienna Heights Garden Homes" (described in Exhibit A attached hereto and made a part hereof) shall be held, sold, and conveyed subject to the Declaration as amended by this Amendment.

Article 8, Section 8.16

The following amends, wholly replaces, and substitutes for Section 8.16 of Article 8 in the Declaration – all other terms of the Declaration and other Governing Documents that do not contradict the terms of this Amendment shall remain in full force and effect. In the event of a conflict between this Amendment and the Declaration, the Articles of Incorporation, the Bylaws, or the Rules and Regulations ("Governing Documents"), this Amendment shall control.

SECTION 8.16 OF ARTICLE 8 OF THE DECLARATION IS REPLACED IN ITS ENTIRETY AS FOLLOWS:

Section 8.16. Lease Restrictions. Notwithstanding anything to the contrary contained in the Declaration, the leasing of any Unit, Residence, and/or Lot (hereinafter "Unit," "Residence," and "Lot" are collectively referred to as a "Lot") within the Properties shall be governed by this Article 8, Section 8.16.

(a) **PURPOSE AND PROHIBITION.** IN ORDER TO INCREASE THE FUTURE AVAILABILITY OF FINANCING FOR THE PURCHASE/SALE OF LOTS WITHIN THE PROPERTIES, TO PROMOTE THE AVAILABILITY OF INSURANCE FOR THE ASSOCIATION AND ITS MEMBERS AT REASONABLE RATES, TO ATTEMPT TO MAXIMIZE THE PROPERTY VALUES WITHIN THE PROPERTIES, AND/OR TO PROMOTE A SENSE OF COMMUNITY BY AND THROUGH OWNER-OCCUPANTS, FROM AND AFTER THE AMENDMENT DATE, **NO LOTS WITHIN THE PROPERTIES SHALL BE LEASED, EXCEPT AS SPECIFICALLY PROVIDED HEREIN.**

(b) **Application to Continue Leasing.** Within forty-five (45) calendar days of the Amendment Date, each Owner who is leasing a Lot on the Amendment Date and who desires to continue to lease the Lot, must complete and return the form attached hereto as **Exhibit C** (the "Notice of Intent to Continue Leasing"). An Owner who fails to timely deliver the Notice of Intent to Continue Leasing to the Board shall lose the right to continue leasing the Owner's Lot.

(c) **Grandfathering.** Any Owner who is currently leasing and who timely returns to the Board a complete and accurate Notice of Intent to Continue Leasing, shall have the right to continue to lease such Lot, until the earlier to occur of the following:

(1) The Lot becomes Owner-Occupied. For purposes hereof, a Lot shall be deemed "Owner-Occupied" if:

(i) Except as provided for in (k)(2)(ii) below, the Owner or any member of Owner's immediate or extended family occupies the Lot for a period of seven (7) days or more in any ten (10) consecutive day period; or

(ii) An officer, owner, member, trustee, beneficiary, director, or person holding a similar position of ownership or control of an entity or trust that holds an ownership interest in the lot, occupies the lot for a period of seven (7) days or more in any ten (10) consecutive day period;

(2) The Lot is transferred. For purposes of this Subsection (c), a transfer occurs when one (1) or more of the following occur:

(i) the conveyance, sale, or other transfer of a Lot by deed;

(ii) the granting of a life estate in the Lot; or

(iii) if the Lot is owned by a limited liability company, corporation, partnership, or other business entity, the sale or transfer of more than seventy-five percent (75%) of the business entity's share, stock, membership interest, or partnership interest in a twelve (12) -month period; or

(3) The Owner is in violation of this Section 8.16, including without limitation the failure to advise the Board of the execution of a lease and to provide a copy thereof to the Board.

(d) **Extension of Right to Lease During Vacancy.** Subject to Section 8.16(c), an

Owner in compliance with the Declaration may continue to lease the Owner's Lot even if the lessees change or the Lot remains unoccupied in between lease terms.

(e) **Heirs Right to Lease.** A Lot which is being leased by an Owner at the time of the Owner's death and is passed to the heirs of such Owner by intestacy or testamentary instrument, may continue to be leased until the heirs transfer the Lot or it becomes Owner-Occupied.

(f) **Sale of Leased Lot.** Notwithstanding anything to the contrary herein, if an Owner transfers the Owner's Lot at a time when a lease is in effect with respect to that Lot, the lease shall continue to its termination. However, the purchaser of the Lot shall not have the right to lease the Lot after such purchaser takes title to the Lot, except for the remainder of the term of the lease in place at the time of transfer.

(g) **Terms of Lease.** Any agreement for the leasing or rental of a Lot shall be in writing, shall provide that the terms of such lease shall be subject in all respects to the provisions in the Governing Documents, and shall include an acknowledgment by the lessee of the applicability of the Governing Documents. The Addendum to Lease attached as **Exhibit D** shall be included by the Owner in every lease.

(h) **Notification of Lease.** Immediately upon entering into a lease, an Owner shall furnish the Board with (i) a copy of such lease (with the lease amount redacted, if desired by the lessee or Owner), (ii) the telephone number of the lessee, (iii) the email address of the lessee (if available), and (iv) any change in the address or telephone number of the Lot Owner.

(i) **No Transient Lodging.** No Lot shall be used for fractional use, leasing of separate rooms, hotel or transient purposes. A lease for a period of less than six (6) months shall be deemed to be for transient purposes. No Owner or lessee shall lease less than the entire Lot.

(j) **Reserved.**

(k) **Hardships.** If, at any time after the Amendment Date, an Owner believes that a hardship is being endured pursuant to which such Owner needs to lease the Owner's Lot and the Owner is not then leasing the Lot, the Owner may apply to the Board for a hardship exemption from the leasing restrictions contained in this Section 8.16. If an Owner decides to apply for a hardship exemption, such Owner must take the following steps:

(1) **Application.** The Owner must submit a request in writing to the Board requesting a hardship exemption setting forth in detail the reasons for the request.

(2) **Approved Exemptions.** The following five (5) hardship exemptions shall be deemed expressly approved, provided the Owner provides proof of engagement in one (1) or more of the following for each application or extension:

- (i) a Lot Owner in the military for the period of the Lot Owner's deployment;
- (ii) a Lot occupied by a Lot Owner's parent, child, or sibling;
- (iii) a Lot Owner whose employer has relocated the Lot Owner for two (2) years or less;
- (iv) a Lot owned by an entity that is occupied by an individual who:
 - (A) has voting rights under the entity's organizing documents; and
 - (B) has a twenty-five percent (25%) or greater share of ownership, control, and right to profits and losses of the entity; and
- (v) a Lot owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for:
 - (A) the estate of a current resident of the Lot; or
 - (B) the parent, child, or sibling of the current resident of the Lot;

(3) **Conditional Exemptions.** In addition to the approved exemptions, if based on the

information supplied to the Board by the Owner, the Board finds, in its sole discretion, that a reasonable hardship exists, the Board may grant a waiver of lease restrictions up to a maximum of one (1) year.

(4) **Conditional Hardship Factors.** The types of hardships that the Board may consider under Subsection (3) above, shall include, but not be limited to, (i) a death in the family; (ii) medical treatments for an Owner, or a person residing with the Owner, that requires the Owner to be away from the Owner's Lot during the medical treatment; (iii) religious, humanitarian, or civic service; or (iv) any other reason the Board, in its sole discretion, determines constitutes a hardship.

(5) **Application for Extension of Conditional Exemptions.** In the event an Owner has been granted a conditional hardship exemption, such Owner must reapply within thirty (30) days of the expiration of such hardship exemption, if such Owner wishes to request an extension thereof. The Board, in its sole discretion, may decide if an extension for such conditional hardship exemption shall be granted. However, in no event shall the hardship be extended beyond a period of two (2) years.

(6) **Leasing During Exemption.** Any lease entered into under this Subsection (k) will be subject to and must comply with all other requirements of this Section 8.16.

(l) **Association Right to Lease.** The Board shall have the right to lease any Association owned Lots or any Lot which the Association has possession of, pursuant to any court order or foreclosure (judicial or non-judicial) and said Lots shall not be subject to this Section 8.16.

(m) **Compliance with Governing Documents and Default.** Any Owner who shall lease the Owner's Lot shall be responsible for assuring compliance by such Owner's lessee(s) with the Governing Documents. In the event of a default under this Section 8.16, the Board may, after affording the Owner an opportunity to be heard, levy a fine against such Owner in the amount of Five Hundred Dollars (\$500.00) every tenth (10th) day that the violation continues. The Owner may either pay the fine or request a hearing before the Board as provided for in the Governing Documents. If the fine is not timely paid or a hearing requested or the Board finds the Owner in violation after a hearing, the Board shall be entitled to exercise all of its rights hereunder and under law and equity and deem the Owner in violation and terminate all further rights of the Owner to lease the Lot. Failure by an Owner to take legal action, including the institution of proceedings in unlawful detainer and/or eviction against the lessee in violation of the Governing Documents within fifteen (15) calendar days after receipt of written demand from the Board to take action against the lessee(s) in violation, shall entitle the Association, through the Board, to take any and all action available in law or equity, including without limitation the institution of proceedings in unlawful detainer/eviction, on behalf of such Owner against the lessee. Any expenses incurred by the Association in enforcing this Section 8.16, including attorneys' fees and costs, shall be repaid to the Association by such Owner. Failure of such Owner to make such repayment within fifteen (15) days after receipt of written demand thereof, shall entitle the Board (i) to levy and add to the assessment against such Owner and the Lot, all expenses incurred by the Association and to foreclose the assessment lien according to Utah law, including non-judicial foreclosure; or (ii) to file suit to collect the amounts due and owing, or both.

(n) **Power of Attorney.** In the event an Owner fails to enforce the terms of that Owner's lease and the covenants and conditions of the Declaration and any of the Governing Documents, such Owner hereby appoints the Association as its limited attorney in fact for the purposes of filing and prosecuting any proceeding in unlawful detainer/eviction that the Association elects to commence pursuant to the terms of this Section.

- (o) **Limits on Rental Restrictions.** Except as provided in this Subsection (o)(4), the Association may not require a Lot Owner who owns a rental lot to:
- (1) obtain the Association's approval of a prospective renter;
 - (2) give the Association:
 - (i) a copy of a rental application;
 - (ii) a copy of a renter's or prospective renter's credit information or credit report;
 - (iii) a copy of a renter's or prospective renter's background check; or
 - (iv) documentation to verify the renter's age; or
 - (3) pay an additional assessment, fine, or fee because the Lot is a rental lot.
 - (4) A Lot Owner who owns a rental lot shall give an Association the documents described in Subsection (o) if the Lot Owner is required to provide the documents by court order or as part of discovery under the Utah Rules of Civil Procedure.

[SIGNATURES ON FOLLOWING PAGE]

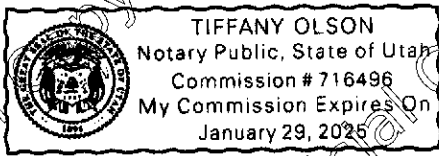
IN WITNESS WHEREOF, the undersigned has executed this Amendment on this 14
day of May, 2021.

**SIENNA HEIGHTS GARDEN HOMES OWNERS
ASSOCIATION CORP.**, a Utah nonprofit corporation

[Signature]
By: Cheryl Williams
Its: President

STATE OF UTAH)
 : ss.
County of Washington)

On the 14 day of May, 2021, personally appeared before me
Cheryl Williams who being by me duly sworn, did say that he/she is the President
of Sienna Heights Garden Homes Owners Association Corp, a Utah nonprofit corporation, the
authorized individual empowered to sign this Amendment and that the Amendment was signed on
behalf of said Association and said person acknowledged to me that said Association authorized
the execution of the same.



[Signature]
NOTARY PUBLIC

**Exhibit A
(Legal Description)**

This First Amendment to the Declaration of Covenants Conditions and Restrictions of Sienna Heights Garden Homes Subdivision affects the following real property, all located in Washington County, State of Utah:

All of Lots 1 through 24, together with all Common Area, Sienna Heights Garden Homes (W), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: W-SHGH-1 through W-SHGH-24

**SIENNA HEIGHTS GARDEN HOMES OWNERS ASSOCIATION
BALLOT/CONSENT**

Proposed Action to be Voted Upon: The Board of Directors for the Sienna Heights Garden Homes Owners Association is proposing and hereby presents to the Association membership for their consideration and vote a new: **FIRST AMENDMENT TO THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF SIENNA HEIGHTS GARDEN HOMES SUBDIVISION** governing restrictions on the rental of Lots in the development.

The Board has determined that adopting these amended documents is in the best interests of the Association and the Board encourages all Lot owners to cast their vote.

Please cast your vote by the written ballot below and return it on or before May 14, 2021 to Kimberly Graff at Community Association Management via mail or in-person drop off at 107 S 1470 E, Suite 204, St George, Utah 84790, via email at Kimberly@mycamutah.com, or via fax at 435-674-1676. Use of written ballots is permitted by section 4.8 of the Bylaws and Utah Code 16-6a-709.

1. Please mark one of the boxes below to indicate whether you are "FOR" or "AGAINST" adopting the proposed First Amendment to the Declaration (CC&Rs) (Rental Restrictions).

X **FOR** adopting the proposed First Amendment to the Declaration (CC&Rs).

 AGAINST adopting the proposed First Amendment to the Declaration (CC&Rs).

2. By signing below you give the Association the right to record this Ballot/Consent with the proposed First Amendment if the Amendment passes.

Date: 4-17-21

Signature: Sharon Broberg

Name (print): SHARON BROBERG

Lot#: #

Lot Address: 650 W REDSTONE RD

For your information: the approval of fifty-one percent (51%) of the lot owners in the Association is required to pass this proposal; there is no quorum requirement with this particular action.

RETURN THE ORIGINAL CONSENT BALLOT TO:

Sienna Heights Garden Homes Owners Association
C/O Community Association Management
ADDRESS: 107 S 1470 E, Suite 204, St George, Utah 84790
EMAIL ADDRESS: Kimberly@mycamutah.com
FAX: (435) 674-1676

Please return your Ballot as soon as possible. The Association must receive your Ballot before or on the 14th day of May 2021.

SIENNA HEIGHTS GARDEN HOMES OWNERS ASSOCIATION

BALLOT/CONSENT

Proposed Action to be Voted Upon: The Board of Directors for the Sienna Heights Garden Homes Owners Association is proposing and hereby presents to the Association membership for their consideration and vote a new: **FIRST AMENDMENT TO THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF SIENNA HEIGHTS GARDEN HOMES SUBDIVISION** governing restrictions on the rental of Lots in the development.

The Board has determined that adopting these amended documents is in the best interests of the Association and the Board encourages all Lot owners to cast their vote.

Please cast your vote by the written ballot below and return it on or before May 14, 2021 to Kimberly Graff at Community Association Management via mail or in-person drop off at 107 S 1470 E, Suite 204, St George, Utah 84790, via email at Kimberly@mvcamutah.com, or via fax at 435-674-1676. Use of written ballots is permitted by section 4.8 of the Bylaws and Utah Code 16-6a-709.

1. Please mark one of the boxes below to indicate whether you are "FOR" or "AGAINST" adopting the proposed First Amendment to the Declaration (CC&Rs) (Rental Restrictions).

FOR adopting the proposed First Amendment to the Declaration (CC&Rs).

AGAINST adopting the proposed First Amendment to the Declaration (CC&Rs).

2. By signing below you give the Association the right to record this Ballot/Consent with the proposed First Amendment if the Amendment passes.

Date: 4/15/21

Signature: [Handwritten Signature]

Name (print): Lana Workman

Lot#: 3

Lot Address: 650 N. Red Stone Rd. #3

For your information: the approval of fifty-one percent (51%) of the lot owners in the Association is required to pass this proposal; there is no quorum requirement with this particular action.

RETURN THE ORIGINAL CONSENT BALLOT TO:

Sienna Heights Garden Homes Owners Association
C/O Community Association Management
ADDRESS: 107 S 1470 E, Suite 204, St George, Utah 84790
EMAIL ADDRESS: Kimberly@mvcamutah.com
FAX: (435) 674-1676

Please return your Ballot as soon as possible. The Association must receive your Ballot before or on the 14th day of May 2021.

**SIENNA HEIGHTS GARDEN HOMES OWNERS ASSOCIATION
BALLOT/CONSENT**

Proposed Action to be Voted Upon: The Board of Directors for the Sienna Heights Garden Homes Owners Association is proposing and hereby presents to the Association membership for their consideration and vote a new: **FIRST AMENDMENT TO THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF SIENNA HEIGHTS GARDEN HOMES SUBDIVISION** governing restrictions on the rental of Lots in the development.

The Board has determined that adopting these amended documents is in the best interests of the Association and the Board encourages all Lot owners to cast their vote.

Please cast your vote by the written ballot below and return it on or before May 14, 2021 to Kimberly Graff at Community Association Management via mail or in-person drop off at 107 S 1470 E, Suite 204, St George, Utah 84790, via email at Kimberly@mycamutah.com, or via fax at 435-674-1676. Use of written ballots is permitted by section 4.8 of the Bylaws and Utah Code 16-6a-709.

1. Please mark one of the boxes below to indicate whether you are "FOR" or "AGAINST" adopting the proposed First Amendment to the Declaration (CC&Rs) (Rental Restrictions).

FOR adopting the proposed First Amendment to the Declaration (CC&Rs).

AGAINST adopting the proposed First Amendment to the Declaration (CC&Rs).

2. By signing below you give the Association the right to record this Ballot/Consent with the proposed First Amendment if the Amendment passes.

Date: APRIL 18, 2021

Signature: [Handwritten Signature]

Name (print): SCOTT GUNTHER

Lot#: 4

Lot Address: 650 W RED STONE RD
WASHINGTON UTAH
84780

For your information: the approval of fifty-one percent (51%) of the lot owners in the Association is required to pass this proposal; there is no quorum requirement with this particular action.

RETURN THE ORIGINAL CONSENT BALLOT TO:

Sienna Heights Garden Homes Owners Association
C/O Community Association Management
ADDRESS: 107 S 1470 E, Suite 204, St George, Utah 84790
EMAIL ADDRESS: Kimberly@mycamutah.com
FAX: (435) 674-1676

Please return your Ballot as soon as possible. The Association must receive your Ballot before or on the 14th day of May 2021.

**SIENNA HEIGHTS GARDEN HOMES OWNERS ASSOCIATION
BALLOT/CONSENT**

Proposed Action to be Voted Upon: The Board of Directors for the Sienna Heights Garden Homes Owners Association is proposing and hereby presents to the Association membership for their consideration and vote a new **FIRST AMENDMENT TO THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF SIENNA HEIGHTS GARDEN HOMES SUBDIVISION** governing restrictions on the rental of Lots in the development.

The Board has determined that adopting these amended documents is in the best interests of the Association and the Board encourages all Lot owners to cast their vote.

Please cast your vote by the written ballot below and return it on or before May 14, 2021 to Kimberly Graff at Community Association Management via mail or in-person drop off at 107 S 1470 E, Suite 204, St George, Utah 84790, via email at Kimberly@mycamutah.com, or via fax at 435-674-1676. Use of written ballots is permitted by section 4.8 of the Bylaws and Utah Code 16-6a-709.

Please mark one of the boxes below to indicate whether you are "FOR" or "AGAINST" adopting the proposed First Amendment to the Declaration (CC&Rs) (Rental Restrictions).

FOR adopting the proposed First Amendment to the Declaration (CC&Rs).

AGAINST adopting the proposed First Amendment to the Declaration (CC&Rs).

2. By signing below you give the Association the right to record this Ballot/Consent with the proposed First Amendment if the Amendment passes.

Date: 4/17/2021

Signature: Elizabeth A Burkett

Name (print): Elizabeth A Burkett

Lot#: 6

Lot Address: 650 N Red Stone Rd

For your information: the approval of fifty-one percent (51%) of the lot owners in the Association is required to pass this proposal; there is no quorum requirement with this particular action.

RETURN THE ORIGINAL CONSENT BALLOT TO:

Sienna Heights Garden Homes Owners Association
C/O Community Association Management
ADDRESS: 107 S 1470 E, Suite 204, St George, Utah 84790
EMAIL ADDRESS: Kimberly@mycamutah.com
FAX: (435) 674-1676

Please return your Ballot as soon as possible. The Association must receive your Ballot before or on the 14th day of May 2021.

**SIENNA HEIGHTS GARDEN HOMES OWNERS ASSOCIATION
BALLOT/CONSENT**

Proposed Action to be Voted Upon: The Board of Directors for the Sienna Heights Garden Homes Owners Association is proposing and hereby presents to the Association membership for their consideration and vote a new: **FIRST AMENDMENT TO THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF SIENNA HEIGHTS GARDEN HOMES SUBDIVISION** governing restrictions on the rental of Lots in the development.

The Board has determined that adopting these amended documents is in the best interests of the Association and the Board encourages all Lot owners to cast their vote.

Please cast your vote by the written ballot below and return it on or before May 14, 2021 to Kimberly Graff at Community Association Management via mail or in-person drop off at 107 S 1470 E, Suite 204, St George, Utah 84790, via email at Kimberly@mycamutah.com, or via fax at 435-674-1676. Use of written ballots is permitted by section 4.8 of the Bylaws and Utah Code 16-6a-709.

1. Please mark one of the boxes below to indicate whether you are "FOR" or "AGAINST" adopting the proposed First Amendment to the Declaration (CC&Rs) (Rental Restrictions).

- FOR** adopting the proposed First Amendment to the Declaration (CC&Rs).
- AGAINST** adopting the proposed First Amendment to the Declaration (CC&Rs).

2. By signing below you give the Association the right to record this Ballot/Consent with the proposed First Amendment if the Amendment passes.

Date: April - 14, 2021 Signature: Jose E. Rodriguez
 Name (print): Jose E Rodriguez
 Lot#: 7 Lot Address: 650 N Red Stone Rd #7

For your information: the approval of fifty-one percent (51%) of the lot owners in the Association is required to pass this proposal; there is no quorum requirement with this particular action.

RETURN THE ORIGINAL CONSENT BALLOT TO:
Sienna Heights Garden Homes Owners Association
C/O Community Association Management
ADDRESS: 107 S 1470 E, Suite 204, St George, Utah 84790
EMAIL ADDRESS: Kimberly@mycamutah.com
FAX: (435) 674-1676

Please return your Ballot as soon as possible. The Association must receive your Ballot before or on the 14th day of May 2021.

SIENNA HEIGHTS GARDEN HOMES OWNERS ASSOCIATION

BALLOT/CONSENT

Proposed Action to be Voted Upon: The Board of Directors for the Sienna Heights Garden Homes Owners Association is proposing and hereby presents to the Association membership for their consideration and vote a new: **FIRST AMENDMENT TO THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF SIENNA HEIGHTS GARDEN HOMES SUBDIVISION** governing restrictions on the rental of Lots in the development.

The Board has determined that adopting these amended documents is in the best interests of the Association and the Board encourages all Lot owners to cast their vote.

Please cast your vote by the written ballot below and return it on or before May 14, 2021 to Kimberly Graff at Community Association Management via mail or in-person drop off at 107 S 1470 E, Suite 204, St George, Utah 84790, via email at Kimberly@mycamutah.com, or via fax at 435-674-1676. Use of written ballots is permitted by section 4.8 of the Bylaws and Utah Code 16-6a-709.

Please mark one of the boxes below to indicate whether you are "FOR" or "AGAINST" adopting the proposed First Amendment to the Declaration (CC&Rs) (Rental Restrictions).

FOR adopting the proposed First Amendment to the Declaration (CC&Rs).

AGAINST adopting the proposed First Amendment to the Declaration (CC&Rs).

2. By signing below you give the Association the right to record this Ballot/Consent with the proposed First Amendment if the Amendment passes.

Date: April 13, 2021

Signature: 

Name (print): Charles J Berrett

Lot#: 9

Lot Address: 650 N Red Stone Road Unit 9

For your information: the approval of fifty-one percent (51%) of the lot owners in the Association is required to pass this proposal; there is no quorum requirement with this particular action.

RETURN THE ORIGINAL CONSENT BALLOT TO:

Sienna Heights Garden Homes Owners Association
C/O Community Association Management
ADDRESS: 107 S 1470 E, Suite 204, St George, Utah 84790
EMAIL ADDRESS: Kimberly@mycamutah.com
FAX: (435) 674-1676

Please return your Ballot as soon as possible. The Association must receive your Ballot before or on the 14th day of May 2021.

RECEIVED
APR 15 2021

BY:
SIENNA HEIGHTS GARDEN HOMES OWNERS ASSOCIATION

BALLOT/CONSENT

Proposed Action to be Voted Upon: The Board of Directors for the Sienna Heights Garden Homes Owners Association is proposing and hereby presents to the Association membership for their consideration and vote a new: **FIRST AMENDMENT TO THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF SIENNA HEIGHTS GARDEN HOMES SUBDIVISION** governing restrictions on the rental of Lots in the development.

The Board has determined that adopting these amended documents is in the best interests of the Association and the Board encourages all Lot owners to cast their vote.

Please cast your vote by the written ballot below and return it on or before May 14, 2021 to Kimberly Graff at Community Association Management via mail or in-person drop off at 107 S 1470 E, Suite 204, St George, Utah 84790, via email at Kimberly@mycamutah.com, or via fax at 435-674-1676. Use of written ballots is permitted by section 4.8 of the Bylaws and Utah Code 16-6a-709.


1. Please mark one of the boxes below to indicate whether you are "FOR" or "AGAINST" adopting the proposed First Amendment to the Declaration (CC&Rs) (Rental Restrictions).

FOR adopting the proposed First Amendment to the Declaration (CC&Rs).

AGAINST adopting the proposed First Amendment to the Declaration (CC&Rs).

2. By signing below you give the Association the right to record this Ballot/Consent with the proposed First Amendment if the Amendment passes.

Date: 4/13/21

Signature: 

Name (print): Cheryl Williams

Lot#: Unit #10

Lot Address: 650 N. Red Stone Rd #10
Washington UT 84780

For your information: the approval of fifty-one percent (51%) of the lot owners in the Association is required to pass this proposal; there is no quorum requirement with this particular action.

RETURN THE ORIGINAL CONSENT BALLOT TO:

Sienna Heights Garden Homes Owners Association
C/O Community Association Management
ADDRESS: 107 S 1470 E, Suite 204, St George, Utah 84790
EMAIL ADDRESS: Kimberly@mycamutah.com
FAX: (435) 674-1676

Please return your Ballot as soon as possible. The Association must receive your Ballot before or on the 14th day of May 2021.

**SIENNA HEIGHTS GARDEN HOMES OWNERS ASSOCIATION
BALLOT/CONSENT**

Proposed Action to be Voted Upon: The Board of Directors for the Sienna Heights Garden Homes Owners Association is proposing and hereby presents to the Association membership for their consideration and vote a new: **FIRST AMENDMENT TO THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF SIENNA HEIGHTS GARDEN HOMES SUBDIVISION** governing restrictions on the rental of Lots in the development.

The Board has determined that adopting these amended documents is in the best interests of the Association and the Board encourages all Lot owners to cast their vote.

Please cast your vote by the written ballot below and return it on or before May 14, 2021 to Kimberly Graff at Community Association Management via mail or in-person drop off at 107 S 1470 E, Suite 204, St George, Utah 84790, via email at Kimberly@mycamutah.com, or via fax at 435-674-1676. Use of written ballots is permitted by section 4.8 of the Bylaws and Utah Code 16-6a-709.

1. Please mark one of the boxes below to indicate whether you are "FOR" or "AGAINST" adopting the proposed First Amendment to the Declaration (CC&Rs) (Rental Restrictions).

X **FOR** adopting the proposed First Amendment to the Declaration (CC&Rs).

AGAINST adopting the proposed First Amendment to the Declaration (CC&Rs).

2. By signing below you give the Association the right to record this Ballot/Consent with the proposed First Amendment if the Amendment passes.

Date: Apr 18, 2021

Signature: W. Randall Porter

Name (print): W. Randall Porter

Lot#: 12

Lot Address: 650 N. Red Stone, No. 12
Washington, UT

For your information: the approval of fifty-one percent (51%) of the lot owners in the Association is required to pass this proposal; there is no quorum requirement with this particular action.

RETURN THE ORIGINAL CONSENT BALLOT TO:

Sienna Heights Garden Homes Owners Association
C/O Community Association Management
ADDRESS: 107 S 1470 E, Suite 204, St George, Utah 84790
EMAIL ADDRESS: Kimberly@mycamutah.com
FAX: (435) 674-1676

Please return your Ballot as soon as possible. The Association must receive your Ballot before or on the 14th day of May 2021.

**SIENNA HEIGHTS GARDEN HOMES OWNERS ASSOCIATION
BALLOT/CONSENT**

Proposed Action to be Voted Upon: The Board of Directors for the Sienna Heights Garden Homes Owners Association is proposing and hereby presents to the Association membership for their consideration and vote a new: **FIRST AMENDMENT TO THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF SIENNA HEIGHTS GARDEN HOMES SUBDIVISION** governing restrictions on the rental of Lots in the development.

The Board has determined that adopting these amended documents is in the best interests of the Association and the Board encourages all Lot owners to cast their vote.

Please cast your vote by the written ballot below and return it on or before May 14, 2021 to Kimberly Graff at Community Association Management via mail or in-person drop off at 107 S 1470 E, Suite 204, St George, Utah 84790, via email at Kimberly@mycamutah.com, or via fax at 435-674-1676. Use of written ballots is permitted by section 4.8 of the Bylaws and Utah Code 16-6a-709.

1. Please mark one of the boxes below to indicate whether you are "FOR" or "AGAINST" adopting the proposed First Amendment to the Declaration (CC&Rs) (Rental Restrictions).

FOR adopting the proposed First Amendment to the Declaration (CC&Rs).

AGAINST adopting the proposed First Amendment to the Declaration (CC&Rs).

2. By signing below you give the Association the right to record this Ballot/Consent with the proposed First Amendment if the Amendment passes.

Date: 4-15-21

Signature: Marion Shaver

Name (print): Marion Shaver

Lot#: 13

Lot Address: #13 6500 Red Stone Rd
Washington, UT, 84780

For your information: the approval of fifty-one percent (51%) of the lot owners in the Association is required to pass this proposal; there is no quorum requirement with this particular action.

RETURN THE ORIGINAL CONSENT BALLOT TO:

Sienna Heights Garden Homes Owners Association
C/O Community Association Management
ADDRESS: 107 S 1470 E, Suite 204, St George, Utah 84790
EMAIL ADDRESS: Kimberly@mycamutah.com
FAX: (435) 674-1676

Please return your Ballot as soon as possible. The Association must receive your Ballot before or on the 14th day of May 2021.

Sincerely,
Your Sienna Heights Garden Homes Board of Directors



21-04-02.0UT
4 1st A...kk.pdf

APR 21 2021

BY:

**SIENNA HEIGHTS GARDEN HOMES OWNERS ASSOCIATION
BALLOT/CONSENT**

Proposed Action to be Voted Upon: The Board of Directors for the Sienna Heights Garden Homes Owners Association is proposing and hereby presents to the Association membership for their consideration and vote a new: **FIRST AMENDMENT TO THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF SIENNA HEIGHTS GARDEN HOMES SUBDIVISION** governing restrictions on the rental of Lots in the development.

The Board has determined that adopting these amended documents is in the best interests of the Association and the Board encourages all Lot owners to cast their vote.

Please cast your vote by the written ballot below and return it on or before May 14, 2021 to Kimberly Graff at Community Association Management via mail or in-person drop off at 107 S 1470 E, Suite 204, St George, Utah 84790, via email at Kimberly@mycamutah.com, or via fax at 435-674-1676. Use of written ballots is permitted by section 4.8 of the Bylaws and Utah Code 16-6a-709.

1. Please mark one of the boxes below to indicate whether you are "FOR" or "AGAINST" adopting the proposed First Amendment to the Declaration (CC&Rs) (Rental Restrictions).

- FOR** adopting the proposed First Amendment to the Declaration (CC&Rs).
- AGAINST** adopting the proposed First Amendment to the Declaration (CC&Rs).

2. By signing below you give the Association the right to record this Ballot/Consent with the proposed First Amendment if the Amendment passes.

Date: 4/17/2021

Signature: *Ruth Ann Powell*

Name (print): Ruth Ann Powell

Lot#: 14

Lot Address: 650 N Red Stone Rd.

For your information: the approval of fifty-one percent (51%) of the lot owners in the Association is required to pass this proposal; there is no quorum requirement with this particular action.

RETURN THE ORIGINAL CONSENT BALLOT TO:
Sienna Heights Garden Homes Owners Association
C/O Community Association Management
ADDRESS: 107 S 1470 E, Suite 204, St George, Utah 84790
EMAIL ADDRESS: Kimberly@mycamutah.com
FAX: (435) 674-1676

**SIENNA HEIGHTS GARDEN HOMES OWNERS ASSOCIATION
BALLOT/CONSENT**

Proposed Action to be Voted Upon: The Board of Directors for the Sienna Heights Garden Homes Owners Association is proposing and hereby presents to the Association membership for their consideration and vote a new: **FIRST AMENDMENT TO THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF SIENNA HEIGHTS GARDEN HOMES SUBDIVISION** governing restrictions on the rental of Lots in the development.

The Board has determined that adopting these amended documents is in the best interests of the Association and the Board encourages all Lot owners to cast their vote.

Please cast your vote by the written ballot below and return it on or before May 14, 2021 to Kimberly Graff at Community Association Management via mail or in-person drop off at 107 S 1470 E, Suite 204, St George, Utah 84790, via email at Kimberly@mycamutah.com, or via fax at 435-674-1676. Use of written ballots is permitted by section 4.8 of the Bylaws and Utah Code 16-6a-709.

RECEIVED
APR 17 2021

1. Please mark one of the boxes below to indicate whether you are "FOR" or "AGAINST" adopting the proposed First Amendment to the Declaration (CC&Rs) (Rental Restrictions).

- FOR** adopting the proposed First Amendment to the Declaration (CC&Rs).
- AGAINST** adopting the proposed First Amendment to the Declaration (CC&Rs).

PY:

2. By signing below you give the Association the right to record this Ballot/Consent with the proposed First Amendment if the Amendment passes.

Date: 4/13/2021
Lot#: 15

Signature: *Miller R Gardner*
Name (print): Miller R Gardner
Lot Address: 650 N Red Stone Rd # 15

For your information: the approval of fifty-one percent (51%) of the lot owners in the Association is required to pass this proposal; there is no quorum requirement with this particular action.

RETURN THE ORIGINAL CONSENT BALLOT TO:

Sienna Heights Garden Homes Owners Association
C/O Community Association Management
ADDRESS: 107 S 1470 E, Suite 204, St George, Utah 84790
EMAIL ADDRESS: Kimberly@mycamutah.com
FAX: (435) 674-1676

Please return your Ballot as soon as possible. The Association must receive your Ballot before or on the 14th day of May 2021.

**SIENNA HEIGHTS GARDEN HOMES OWNERS ASSOCIATION
BALLOT/CONSENT**

Proposed Action to be Voted Upon: The Board of Directors for the Sienna Heights Garden Homes Owners Association is proposing and hereby presents to the Association membership for their consideration and vote a new: **FIRST AMENDMENT TO THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF SIENNA HEIGHTS GARDEN HOMES SUBDIVISION** governing restrictions on the rental of Lots in the development.

The Board has determined that adopting these amended documents is in the best interests of the Association and the Board encourages all Lot owners to cast their vote.

Please cast your vote by the written ballot below and return it on or before May 14, 2021 to Kimberly Graff at Community Association Management via mail or in-person drop off at 107 S 1470 E, Suite 204, St George, Utah 84790, via email at Kimberly@mycamutah.com, or via fax at 435-674-1676. Use of written ballots is permitted by section 4.8 of the Bylaws and Utah Code 16-6a-709.

1. Please mark one of the boxes below to indicate whether you are "FOR" or "AGAINST" adopting the proposed First Amendment to the Declaration (CC&Rs) (Rental Restrictions).

FOR adopting the proposed First Amendment to the Declaration (CC&Rs).

AGAINST adopting the proposed First Amendment to the Declaration (CC&Rs).

2. By signing below you give the Association the right to record this Ballot/Consent with the proposed First Amendment if the Amendment passes.

Date: 4/19/21

Signature: [Signature]

Name (print): JIM BREEZE

Lot#: 16

Lot Address: #65-16

650 W. REDSTONE RD
WASHINGTON UTAH 84780

For your information: the approval of fifty-one percent (51%) of the lot owners in the Association is required to pass this proposal; there is no quorum requirement with this particular action.

RETURN THE ORIGINAL CONSENT BALLOT TO:

Sienna Heights Garden Homes Owners Association
C/O Community Association Management
ADDRESS: 107 S 1470 E, Suite 204, St George, Utah 84790
EMAIL ADDRESS: Kimberly@mycamutah.com
FAX: (435) 674-1676

Please return your Ballot as soon as possible. The Association must receive your Ballot before or on the 14th day of May 2021.

Gunther Fish
@gmail.com

SIENNA HEIGHTS GARDEN HOMES OWNERS ASSOCIATION

BALLOT/CONSENT

Proposed Action to be Voted Upon: The Board of Directors for the Sienna Heights Garden Homes Owners Association is proposing and hereby presents to the Association membership for their consideration and vote a new: **FIRST AMENDMENT TO THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF SIENNA HEIGHTS GARDEN HOMES SUBDIVISION** governing restrictions on the rental of Lots in the development.

The Board has determined that adopting these amended documents is in the best interests of the Association and the Board encourages all Lot owners to cast their vote.

Please cast your vote by the written ballot below and return it on or before May 14, 2021 to Kimberly Graff at Community Association Management via mail or in-person drop off at 107 S 1470 E, Suite 204, St George, Utah 84790, via email at Kimberly@mycamutah.com, or via fax at 435-674-1676. Use of written ballots is permitted by section 4.8 of the Bylaws and Utah Code 16-6a-709.

1. Please mark one of the boxes below to indicate whether you are "FOR" or "AGAINST" adopting the proposed First Amendment to the Declaration (CC&Rs) (Rental Restrictions).

- FOR** adopting the proposed First Amendment to the Declaration (CC&Rs).
- AGAINST** adopting the proposed First Amendment to the Declaration (CC&Rs).

2. By signing below you give the Association the right to record this Ballot/Consent with the proposed First Amendment if the Amendment passes.

Date: 4-27-2021

Signature: *John Swan*

Name (print): John Swan

Lot#: 18

Lot Address: 650 north Redstone Rd #18
Washington, UT.

For your information: the approval of fifty-one percent (51%) of the lot owners in the Association is required to pass this proposal; there is no quorum requirement with this particular action.

RETURN THE ORIGINAL CONSENT BALLOT TO:

Sienna Heights Garden Homes Owners Association
C/O Community Association Management
ADDRESS: 107 S 1470 E, Suite 204, St George, Utah 84790
EMAIL ADDRESS: Kimberly@mycamutah.com
FAX: (435) 674-1676

Please return your Ballot as soon as possible. The Association must receive your Ballot before or on the 14th day of May 2021.

SIENNA HEIGHTS GARDEN HOMES OWNERS ASSOCIATION
BALLOT/CONSENT

Proposed Action to be Voted Upon: The Board of Directors for the Sienna Heights Garden Homes Owners Association is proposing and hereby presents to the Association membership for their consideration and vote a new: **FIRST AMENDMENT TO THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF SIENNA HEIGHTS GARDEN HOMES SUBDIVISION** governing restrictions on the rental of Lots in the development.

The Board has determined that adopting these amended documents is in the best interests of the Association and the Board encourages all Lot owners to cast their vote.

Please cast your vote by the written ballot below and return it on or before May 14, 2021 to Kimberly Graff at Community Association Management via mail or in-person drop-off at 107 S 1470 E, Suite 204, St George, Utah 84790, via email at Kimberly@mycamutah.com, or via fax at 435-674-1676. Use of written ballots is permitted by section 4.8 of the Bylaws and Utah Code 16-6a-709.

1. Please mark one of the boxes below to indicate whether you are "FOR" or "AGAINST" adopting the proposed First Amendment to the Declaration (CC&Rs) (Rental Restrictions).

FOR adopting the proposed First Amendment to the Declaration (CC&Rs).

AGAINST adopting the proposed First Amendment to the Declaration (CC&Rs).

2. By signing below you give the Association the right to record this Ballot/Consent with the proposed First Amendment if the Amendment passes.

Date: 4-21-21

Signature: Nancy G. Knudson

Name (print): Nancy G. Knudson

Lot#: 20

Lot Address: _____

For your information: the approval of fifty-one percent (51%) of the lot owners in the Association is required to pass this proposal; there is no quorum requirement with this particular action.

RETURN THE ORIGINAL CONSENT BALLOT TO:

Sienna Heights Garden Homes Owners Association
C/O Community Association Management
ADDRESS: 107 S 1470 E, Suite 204, St George, Utah 84790
EMAIL ADDRESS: Kimberly@mycamutah.com
FAX: (435) 674-1676

Please return your Ballot as soon as possible. The Association must receive your Ballot before or on the 14th day of May 2021.

SIENNA HEIGHTS GARDEN HOMES OWNERS ASSOCIATION

BALLOT/CONSENT

Proposed Action to be Voted Upon: The Board of Directors for the Sienna Heights Garden Homes Owners Association is proposing and hereby presents to the Association membership for their consideration and vote a new: **FIRST AMENDMENT TO THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF SIENNA HEIGHTS GARDEN HOMES SUBDIVISION** governing restrictions on the rental of Lots in the development.

The Board has determined that adopting these amended documents is in the best interests of the Association and the Board encourages all Lot owners to cast their vote.

Please cast your vote by the written ballot below and return it on or before May 14, 2021 to Kimberly Graff at Community Association Management via mail or in-person drop off at 107 S 1470 E, Suite 204, St George, Utah 84790, via email at Kimberly@mycamutah.com, or via fax at 435-674-1676. Use of written ballots is permitted by section 4.8 of the Bylaws and Utah Code 16-6a-709.

1. Please mark one of the boxes below to indicate whether you are "FOR" or "AGAINST" adopting the proposed First Amendment to the Declaration (CC&Rs) (Rental Restrictions).

- FOR** adopting the proposed First Amendment to the Declaration (CC&Rs).
- AGAINST** adopting the proposed First Amendment to the Declaration (CC&Rs).

2. By signing below you give the Association the right to record this Ballot/Consent with the proposed First Amendment if the Amendment passes.

Date: April 17, 2021

Signature: S. Mallon Edwards

Name (print): S. MALLON EDWARDS

Lot#: 23

Lot Address: 650 N. Red Star Rd. Unit 23
Washington, UT 84780

For your information: the approval of fifty-one percent (51%) of the lot owners in the Association is required to pass this proposal; there is no quorum requirement with this particular action.

RETURN THE ORIGINAL CONSENT BALLOT TO:

Sienna Heights Garden Homes Owners Association
C/O Community Association Management
ADDRESS: 107 S 1470 E, Suite 204, St George, Utah 84790
EMAIL ADDRESS: Kimberly@mycamutah.com
FAX: (435) 674-1676

Please return your Ballot as soon as possible. The Association must receive your Ballot before or on the 14th day of May 2021.

**SIENNA HEIGHTS GARDEN HOMES OWNERS ASSOCIATION
BALLOT/CONSENT**

Proposed Action to be Voted Upon: The Board of Directors for the Sienna Heights Garden Homes Owners Association is proposing and hereby presents to the Association membership for their consideration and vote a new: **FIRST AMENDMENT TO THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF SIENNA HEIGHTS GARDEN HOMES SUBDIVISION** governing restrictions on the rental of Lots in the development.

The Board has determined that adopting these amended documents is in the best interests of the Association and the Board encourages all Lot owners to cast their vote.

Please cast your vote by the written ballot below and return it on or before May 14, 2021 to Kimberly Graff at Community Association Management via mail or in-person drop off at 107 S 1470 E, Suite 204, St George, Utah 84790, via email at Kimberly@mycamutah.com, or via fax at 435-674-1676. Use of written ballots is permitted by section 4.8 of the Bylaws and Utah Code 16-6a-709.

1. Please mark one of the boxes below to indicate whether you are "FOR" or "AGAINST" adopting the proposed First Amendment to the Declaration (CC&Rs) (Rental Restrictions).

FOR adopting the proposed First Amendment to the Declaration (CC&Rs).

AGAINST adopting the proposed First Amendment to the Declaration (CC&Rs).

2. By signing below you give the Association the right to record this Ballot/Consent with the proposed First Amendment if the Amendment passes.

Date: 4/25/21

Signature: Denise Magda

Name (print): Denise Magda

Lot#: 24

Lot Address: #24

650 N Red Stone Road
Washington, UT 84780

For your information: the approval of fifty-one percent (51%) of the lot owners in the Association is required to pass this proposal; there is no quorum requirement with this particular action.

RETURN THE ORIGINAL CONSENT BALLOT TO:

Sienna Heights Garden Homes Owners Association
C/O Community Association Management
ADDRESS: 107 S 1470 E, Suite 204, St George, Utah 84790
EMAIL ADDRESS: Kimberly@mycamutah.com
FAX: (435) 674-1676

Please return your Ballot as soon as possible. The Association must receive your Ballot before or on the 14th day of May 2021.

Exhibit C
(Notice of Intent to Continue Leasing)

TO ALL OWNERS:

DATE: May 11, 2021

The First Amendment to the Declaration of Covenants Conditions and Restrictions of Sienna Heights Garden Homes Subdivision (Rental Restrictions) ("Amendment") outlines the rental restrictions to be placed on each Lot. Among other matters the Amendment limits the leasing of Lots, subject to hardship exemptions and grandfathering Lots leased at the time the Amendment was approved and recorded in the records of the Washington County Recorder.

For those Owners seeking grandfathered status for the Lot(s) owned by them which were leased at the time the Amendment was recorded you must return this completed form within forty-five (45) days from May 21, 2021 via mail to Sienna Heights Garden Homes c/o Community Association Management, 107 S 1470 E, Ste. 204, St. George, Utah 84790 or email: kimberly@camutah.com. If you fail to do so your right to lease your Lot(s) will lapse and terminate.

REGISTRATION INFORMATION

1. Names of Lessees

- a. _____
- b. _____
- c. _____
- d. _____

2. Telephone numbers of Lessee

- a. Home: _____
- b. Work: _____
- c. Mobile: _____

3. Telephone numbers of Owner

- a. Home: _____
- b. Work: _____
- c. Mobile: _____

4. Current address of Owner

- _____
- _____
- _____

5. Copy of Lease: a true and correct copy of the lease must be attached. Each time there is a new lessee, Owner must provide a new copy of the lease.

I/We the Owners Lot(s) _____ hereby verify that the above information is true, accurate and complete.

DATED this _____ day of _____, 201__.

(Sign) _____

(Sign) _____

(Print) _____

(Print) _____

Date received by Association: _____

By: _____

Its: _____

Exhibit D
(Addendum to Rental Agreement)

This Addendum supplements that certain rental agreement ("Lease") for the real property located at _____ (street address), _____, Utah, (the "Property") entered into by and between _____ as Owner _____ as Tenant, dated the _____ day of _____ 20____.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the following:

1. **CC&Rs:** Tenant acknowledges that the Property is governed by a certain Declaration of Covenants Conditions and Restrictions of Sienna Heights Garden Homes Subdivision, as the same have been amended from time to time (the "CC&Rs"). A true and correct copy of the CC&Rs, including amendments thereto, is attached hereto as **Exhibit 1**.

2. **Governing Documents:** The CC&Rs, Articles of Incorporation, Bylaws, architectural design standards, and rules and regulations are hereafter referred to as the Governing Documents. Tenant and Owner acknowledge that they are bound by the Governing Documents, as the same are amended from time to time.

3. **Breach of Lease:** Tenant agrees to abide by all of the Governing Documents and acknowledges that failure to do so will constitute a breach of the Lease and will subject the Tenant to eviction from the Property by either the Owner or the Association.

4. **Repeated Violations:** In case of repeated, uncured violations of Governing Documents by the Tenant the Association, after fifteen (15) days advanced written notice to the Owner of the Lot, may, as authorized agent of the Owner, commence eviction proceedings against the Tenant. The members shall be conclusively deemed to have granted to the Association a power of attorney, coupled with an interest, for this purpose. Repeated, uncured violations mean two (2) or more violations that have not been cured within the time prescribed in the Governing Documents.

5. **Costs of Enforcement:** The expenses incurred by the Association in enforcing this Addendum and the Governing Documents, including attorneys' fees and costs of suit, shall be repaid to the Association by the Owner. Failure of the Owner to make such repayment within fifteen (15) days after receipt of written demand thereof, shall entitle the Board the Association to levy and add to the assessment against such Owner and the Property, all expenses incurred by the Association and to foreclose the Assessment Lien according to Utah Law; or file suit to collect the amounts due and owing, or both.

6. **Enforcement Against Owner:** Nothing herein shall relieve the Owner of the Owner's obligation to abide by the Governing Documents and the Association shall have all remedies afforded to it to enforce the terms of the Governing Documents against the Owner.

7. **Complete Information:** Both the Owner and Tenant shall supply all information requested in this Addendum and shall sign in the space provided below. The Lease shall not be deemed approved until this Addendum is signed (without modification) and a copy Lease and this Addendum is delivered to the Board of the Association.

8. Conflict. In the event of any conflict between the terms of this Addendum and the Lease, this Addendum shall control

Signature by Tenant
Phone Number: _____

Date: _____

Signature by the Owner
Phone Number: _____

Date: _____

Date received by Association: _____

By: _____

Its: _____