

Amended Restrictive Covenants Page 1 of 8
Gary Christensen Washington County Recorder
02/27/2023 03:25:39 PM Fee \$40.00 By FIRST
AMERICAN - SUGARHOUSE

When recorded please return to:

Quin Stephens
3635 South 2400 East
Salt Lake City, Utah 84109

**THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
FREEDOM VILLAGE AT THE FIELDS**

THIS THIRD AMENDMENT to the Declaration of Covenants, Conditions and Restrictions of Freedom Village at the Fields (the "**Declaration**"), that was recorded on or about February 27, 2023 as Document No. _____ of the records of the Washington County, Utah Records Office is made and executed this 24th day of February, 2023, pursuant to Section 12.1 of the Declaration, as amended by that First Amendment recorded May 10, 2018, as Document No. 20180019452 of the records of the Washington County Recorder's Office, and by that Second Amendment recorded October 31, 2018, as Document No. 20180043970 of the records of the Washington County Recorder's Office, and which affects the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property").

AMENDMENT

Section 4.1.3 is amended to read as follows:

4.1.3 Additional Exception to Rental Restrictions – Short-Term Rentals.
Owners who comply with provisions of this Section 4.1.3 are not subject to the rental restriction requiring that a lease be for a term of at least 3 months or to the other provisions of Section 4.1.2 and may rent their Units as Short-term Rentals. Owners, by acquiring a Unit, acknowledge, understand and agree that to establish a successful, fair and well organized Short-term Rental program, beneficial to all Owners desiring to rent their Unit on a Short-term Basis while, at the same time, protecting the rights of the Owners that do not rent their Units on a Short-term Rental basis, that the Owners renting their Units on a Short-term Rental basis should act in a cooperative fashion, with uniform quality standards, by retaining the services of one of the management companies approved by the Board, and subject to the rules applicable to all such Owners. Therefore, Owners opting to rent their Units as Short-term Rentals, although not subject to the restrictions of Section 4.1.2, are required to use the services of a property management company that is licensed to the extent required by state law and local ordinances and approved by the Association to manage Short-term Rentals within the Property ("Approved Property

Management Company"). In addition, the Board may, in its discretion by Association Rule or Regulation:

(i) Approve and designate property management companies as an Approved Property Management Company that must be used by each Owner as a pre-condition of renting or offering to rent such Owner's Unit on a Short-term Rental basis;

(ii) Require that each Owner, as a pre-condition of renting or offering to rent their Unit on a Short-term Rental basis, provide a copy to the Association of such Owner's contract with the Approved Property Management Company;

(iii) Establish the procedures, rules, and regulations applicable to the Short-term Rental of all Units, which may relate to, without limitation, inspections of Units, check-in procedures, marketing and advertising methods, rights to access Common Area amenities and facilities, compliance with laws, etc.;

(iv) Require that each Owner, as a pre-condition of renting or offering to rent their Unit on a Short-term Rental basis, charge and collect from the Short-term Rental tenant a facility use fee (which fee the Owner will immediately remit to, or direct its tenant to pay direction to, the Association) in the amount established by rule by the Board from time to time based on the Board's estimate of the additional costs to the Association resulting from the Short-term Rental of such Unit, including the additional burden and wear and tear to the Common Areas and amenities that may result from such Short-term Rental, and

(v) Charge a fee to inspect a Unit, pursuant to inspection requirements applicable to all Units that may be adopted by the Board, in the amount established by rule by the Board from time to time based on the Board's estimate of the costs to conduct such inspections.

Each Owner shall, at all times such Owner's Lot is rented ensure compliance with the Governing Documents. The Board may establish fines or other remedies for violations of such procedures, rules and regulations, and may enforce collection of said fines in the same manner provided for in this Declaration for the collection of assessments. The Board may record with the Washington County Records Office the Association Rules and Regulations contemplated above and applicable to Short-term Rentals either as a separate document or as addendum or amendment to the Declaration.

IN WITNESS WHEREOF, the undersigned President of the Freedom Village at the Fields, LLC, and the undersigned Secretary of the Freedom Village at the Fields,

LLC, do certify to the adoption of the above amendment, which occurred at a members' meeting, duly called by the President of the Association, held on February 15, 2023. A quorum was present and that such amendment was adopted with 69% of members of the Association authorized to vote adopting this amendment.

By: Quinton Stephens
Quinton Stephens, President
Freedom Village at the Fields, LLC

By: _____
Shannon Miller, Secretary
Freedom Village at the Fields, LLC

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STATE OF Washington)
)ss.
COUNTY OF Thurston)

On this 24th day of February, 2023, before me personally appeared Quinton Stephens, whose identify is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the President of Freedom Village at the Fields, LLC and, by the authority of the governing documents of Freedom Village at the Fields, executed this amendment affirming its adoption.

WITNESS my hand and official seal.

Dawn Hemphill
Notary

DAWN HEMPHILL
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION # 198113
COMMISSION EXPIRES 03/21/2026

This notarial act involved the use of communication technology
My Commission Expires 03/21/2026

STATE OF UTAH)
)ss.
COUNTY OF _____)

On this _____ day of _____, 2023, before me personally appeared Shannon Miller, whose identify is personally known to or proved to me on the basis

of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the President of Freedom Village at the Fields, LLC and, by the authority of the governing documents of Freedom Village at the Fields, executed this amendment affirming its adoption.

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Notary

My Commission Expires

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Quin Stephens
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Salt Lake City, Utah 84109

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(iii) Establish the procedures, rules, and regulations applicable to the Short-term Rental of all Units, which may relate to, without limitation, inspections of Units, check-in procedures, marketing and advertising methods, rights to access Common Area amenities and facilities, compliance with laws, etc.;

(iv) Require that each Owner, as a pre-condition of renting or offering to rent their Unit on a Short-term Rental basis, charge and collect from the Short-term Rental tenant a facility use fee (which fee the Owner will immediately remit to, or direct its tenant to pay direction to, the Association) in the amount established by rule by the Board from time to time based on the Board's estimate of the additional costs to the Association resulting from the Short-term Rental of such Unit, including the additional burden and wear and tear to the Common Areas and amenities that may result from such Short-term Rental, and


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By: _____
Quinton Stephens, President
Freedom Village at the Fields, LLC

By:  _____
Shannon Miller, Secretary
Freedom Village at the Fields, LLC

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STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2023, before me personally appeared Quinton Stephens, whose identify is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the President of Freedom Village at the Fields, LLC and, by the authority of the governing documents of Freedom Village at the Fields, executed this amendment affirming its adoption.

WITNESS my hand and official seal.

Notary

My Commission Expires

STATE OF Colorado)
)ss.
COUNTY OF Jefferson)

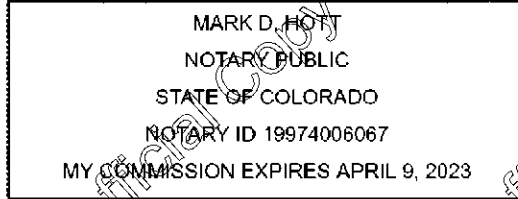
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WITNESS my hand and official seal.



Notary



Notarized online using audio-video communication

My Commission Expires 04/09/2023

Unofficial Copy