



W2680595

After Recording Return To:
2225 Murray Holladay Rd., Suite 111
Salt Lake City, UT 84117

E# 2680595 PG 1 OF 5
ERNEST D ROWLEY, WEBER COUNTY RECORDER
31-Mar-14 0235 PM FEE \$41.00 DEP SC
REC FOR: SEB LEGAL
ELECTRONICALLY RECORDED

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

This Amendment to the Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Lincoln Court Townhomes ("Declaration") is executed on the date set forth below by the Lincoln Court Townhomes Owners' Association ("Association").

RECITALS

A. Real property in Weber County, Utah, known as Lincoln Court Townhomes was subjected to covenants, conditions, and restrictions pursuant to the Declaration recorded August 31, 1998, in the Weber County Recorder's Office as Entry No. 1570570;

B. This amendment shall be binding against the property described in EXHIBIT A and the Declaration and any annexation or supplement thereto;

C. To avoid the problems associated with high levels of tenancy the Association deems it in the best interests of the Association and its Owners to amend the Declaration to restrict the manner and number of rentals;

D. All capitalized terms in this amendment shall have the same meaning as given to them in the Declaration;

E. The Board certifies that Owners representing a majority of the voting power of each class of members have affirmatively approved this Amendment, as required by Article XV Section 5 of the Declaration;

NOW, THEREFORE, the Association, by and through its Board, hereby amends the Declaration as follows:

Article X, Section 19 of the Declaration is hereby amended in its entirety to read as follows:

19. **Leasing.** Leasing of Lots shall be subject to the following restrictions:

(a) Lots may be rented only to a single Family. Dormitory, hostel, hotel, or nightly rentals are strictly prohibited.

(b) All leases and lessees shall be subject to the provisions of the Declaration,

Bylaws, and rules and regulations ("Project Documents"). Any Owner who leases their Lot shall be responsible for assuring the occupants' compliance with the Project Documents.

(c) Leasing of Lots shall comply with this Section 19. "Leasing" means granting the right to use or occupy a Lot to a non-owner while no Owner occupies the Lot as their primary residence. Lots owned by business entities shall be considered leased regardless of who occupies the Lot.

(d) Lease Limit. No more than 50% of Lots including Grandfathered Lots and hardship exempt Lots may be leased at any given time. At the time this provision becomes effective there will be Grandfathered Lots being leased.

(e) Initial Lease Term. The initial lease term shall be a six month minimum.

(f) Hardship Exemption. Notwithstanding the above, in order to avoid undue hardships or practical difficulties the following classes of Owners shall be exempt from the restriction against leases:

- (1) An Owner in the military for the period of the Owner's deployment;
- (2) A Lot occupied by the Owner's parent, grandparent, child, grandchild, or sibling;
- (3) An Owner whose employer has relocated the Owner for no less than two years;
- (4) An Owner whose Lot is owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of:
 - (i) A current occupant of the Lot; or
 - (ii) The parent, child, or sibling of the current occupant of the Lot.

(g) Application and Approval. Each Owner desiring to lease a Lot shall apply to the Board for approval. If an owner believes they qualify as a Grandfathered Lot or for a hardship exemption, the application shall contain all supporting documentation necessary to prove the Owner qualifies for a grandfather or a hardship exemption. Additionally the Owner shall pay the Board an application fee in an amount to be determined by Board resolution. Upon receipt of an application, the Board shall:

- (1) Approve the application if it determines that there are available Lots under the Lease Limit, the Owner has paid the requisite application fee, qualifies for a grandfather or a hardship exemption, and the lease complies with all provisions of this Article; or

(2) Deny the application if it determines that there are no available Lots under the Lease Limit, the Owner has failed to pay the application fee, does not qualify for a grandfather or hardship exemption, or the lease does not comply with all provisions of this Article.

(h) **Application Form; Approval Process.** An application form, the application and approval process, and any other rules deemed necessary by the Board to implement this section shall be established by resolution of the Board.

(i) **Lease Agreements - Required Terms.** All Owners shall use and provide the Board with a copy of a written lease agreement. All lease agreements shall contain terms subjecting the occupant to the terms, conditions, and restrictions of the Project Documents, as amended from time to time. The Owner shall provide the tenant with a copy of the Project Documents. In the event the Project Documents are amended, revised, changed, or supplemented by the Association, the Owner shall provide the tenant with a copy of the amendments, revisions, changes, or supplements within 10 calendar days of adoption by the Association, its Board, or its membership. Upon request, the Owner shall provide the Board with a copy of their lease agreement.

(j) **Violations of Rental Restrictions.** If an Owner fails to submit the required application, fails to use and submit a copy of a written lease agreement with the required terms, and leases their Lot, or leases their Lot without Board approval, the Board may assess fines against the Owner and the Lot in an amount to be determined by the Board. Regardless of whether any fines have been imposed, the Board may seek any available legal or equitable remedies, including but not limited to, an action to terminate the lease agreement and evict the occupant(s).

(k) **Failure to Take Legal Action.** Failure by an Owner to take legal action against their occupant who is in violation of the Project Documents within 10 days after delivery of written demand to so do from the Board, shall entitle the Association to take any and all action for and in behalf of said Owner including, the institution of legal proceedings on behalf of such Owner against his or her occupant for eviction, injunctive relief, or damages. Neither the Association nor its agents shall be liable to the Owner or occupant for any legal action commenced under this paragraph that is made in good faith. The Owner hereby appoints the Board as his or her attorney in fact to take any action authorized by this provision as if the Owner was performing it.

(l) **Recovery of Costs and Attorney Fees; Owner Liable.** The Association shall be entitled to recover from the offending Owner its costs and attorney's fees incurred for enforcement of this Section 19, regardless of whether any lawsuit or other action is commenced. The Association may assess such costs and attorney's fees against the Owner and the Lot as an assessment pursuant to this Declaration. Additionally, the Owner shall be liable for all fines, assessments, or other penalties levied due to violations of their tenant. The Owner shall be personally liable for any violations caused by their tenant. Any assessments, fines or penalties levied under this Section 19 shall be collectible as an assessment.

(m) Grandfathered Lots. Lots being leased on the date this Amendment was recorded shall be exempt from the Lease Limit until:

(1) The Owner transfers the Lot by deed;

(2) The Owner grants a life estate in the Lot;

(3) If owned by a business entity, the Owner sells or transfers more than 75% of its shares, stock, membership interests, or partnership interests within a 12 month period.

With the exception of the Lease Limit, grandfathered Lots shall comply with all other provisions of this Section 19, including the initial lease term. Grandfathered Lots shall be subject to the remedies authorized in this paragraph for failure to comply with the restrictions herein.

14. Bank Owned Lots. A lender in possession of a Lot as a result of a default in a first mortgage, a foreclosure proceeding, or a deed in lieu of foreclosure is exempt from the provisions of this paragraph, except, that any lease issued by such a lender shall be in writing and shall have a minimum initial term of 6 months.

IN WITNESS WHEREOF, the Association, by and through its Board, has executed this Amendment to the Declaration as of the 17 day of MARCH, 2014.

LINCOLN COURT TOWNHOMES OWNERS' ASSOCIATION, INC.

[Signature]
President

[Signature]
Secretary

STATE OF UTAH)
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) :SS
County of Salt Lake)

On the 17 day of MARCH, 2014, personally appeared DAVID DEARIE and KIMBERLY BLONDEL who, being first duly sworn, did that say that they are the President and Secretary of the Association and that the seal affixed to the foregoing instrument is the seal of said Association and that said instrument was signed and sealed in behalf of said Association by authority of its Board; and each of them acknowledged said instrument to be their voluntary act and deed.

[Signature]
Notary Public for Utah

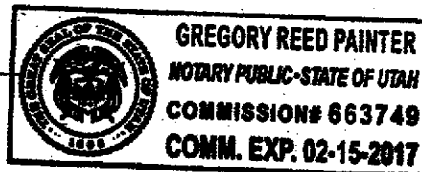


EXHIBIT A
Legal Description

ALL OF LOTS 1 THRU 24, LINCOLN COURT TOWNHOMES PRUD, PHASE 1, OGDEN CITY, WEBER COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL NOS: 01-087-0001 thru 0024 ✓ *PR*