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LEANN H KILTS, WEBER COUNTY RECORDER
07-NOV-19 807 AM FEE \$40.00 DEP ZG
REC FOR: MEGAN FITZPATRICK

**AMENDMENT TO THE COMMUNITY DECLARATION
FOR
THE MEADOWS AT RIVERBEND HOMEOWNERS' ASSOCIATION, INC.**

This Amendment to the Community Declaration for The Meadows at River bend Homeowners' Association, Inc. ("Declaration") is executed on the date set forth below by The Meadows at Riverbend Homeowners' Association, Inc. ("Association") on behalf of its Board of Directors ("Board").

RECITALS

- A. Real property in Weber County, Utah, known as The Meadows at Riverbend was subjected to covenants, conditions, and restrictions pursuant to the Declaration recorded on November 7, 2019, in the Weber County Recorder's Office as Entry No. 258 3259;
- B. This amendment shall be binding against the property described in EXHIBIT A and the Declaration, and any amendment, annexation, or supplement thereto;
- C. This amendment is intended to clarify leasing restrictions as stated in the Declaration;
- D. The President and Secretary certify that this Amendment was approved by the affirmative vote of at least 67% of the total votes of the Association as required by Declaration Article XII, Section 12.1;
- E. The Declarant certifies that it has approved this amendment as required by Declaration Article XII, Section 12.3;

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

Declaration Article IX, Section 9.17 is amended in its entirety to state the following:

SECTION 9.17 NO FURTHER SUBDIVISION; LIMITATIONS ON LEASING.

- (a) No further subdivision. No Owner shall further partition or subdivide a Residential Lot ("Lot").
- (b) Limitations on Leasing. Lots may only be leased to a single family as defined by Ogden City municipal ordinance. No Owner may lease less than their entire Lot or have more than one lease in effect at the same time. For the purposes of this Section, "leasing" of a Lot means a Lot that is occupied by someone other than the Lot Owner while no Lot Owner occupies the Lot as the Owner's primary residence, or a Lot owned by an entity or trust, regardless of who occupies the Lot. The leasing of Lots by Owners shall be in accordance with this Section.
 - i. Minimum Lease Term. The minimum lease term shall be six (6) months. Nightly, weekly, or any VRBO-type leasing is not allowed.
 - ii. Lease Limit. No Lot may be leased if the lease results in more than ten (10) of the Lots being leased, unless the Lot Owner qualifies for a hardship or grandfather exemption.
 - iii. Hardship Exemption. The Board shall offer the following exemptions to the Lease Limit or Minimum Lease Term in cases such as:

- 1) an Owner is in the military for the period of Owner's deployment;
- 2) a Lot is occupied by an Owner's parent, child or sibling;
- 3) an Owner whose employer has relocated the Owner for no less than two (2) years; or
- 4) a 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:
 - a. a current resident of the Lot; or
 - b. the parent, child, or sibling of the current resident of the Lot.

iv. Grandfather Exemption. Any Owner who presently has a leased Lot prior to this Amendment being recorded with the Weber County Recorder's Office may continue leasing their Lot without being subject to the Lease Limit or the Minimum Lease Term until such time as:

- 1) the Owner re-occupies the Lot; or
- 2) 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, re-occupies the Lot; or
- 3) upon the conveyance, sale, or other transfer of the Lot by deed; or
- 4) the granting of a life estate in the Lot, or
- 5) the sale or transfer of more than 75% of the business entity's share, stock, membership interest, or partnership interests in a 12-month period if the Lot is owned by a limited liability company, corporation, partnership, or other business entity.

v. Application and Approval Process. Prior to leasing any Lot, an Owner shall apply to the Board. The Board shall review the application and make a determination of whether the lease will exceed the Lease Limit and/or the Minimum Lease Term. The Board shall:

- 1) approve the application if it determines that the rental or lease will not exceed the Rental-Lease Limit and/or complies with the Rental-Lease Term; or
- 2) deny the application if it determines that the rental or lease will exceed the Rental-Lease Limit and/or violates the Rental-Lease Term. If an Owner's application is denied due to the Rental-Lease Limit, the applicant may be placed on a waiting list according to the date the application was received so that the Owner whose application was earliest received will have the first opportunity to lease.

vi. Owner Liability and Background Checks. In the event that a rental is permitted, the Owner of the Lot is responsible for the full cost of any damages to the property maintained by

the Association that was caused by the tenant/lessee. Any Owner who leases their Lot shall do so in compliance with all local laws, including business licensing. Owners shall not lease their Lots to registered sex offenders or convicted felons. An Owner shall conduct a criminal background check on all potential tenants and provide the Association with a sworn statement, that as of the date they lease the Unit, none of the tenants are known registered sex offenders or convicted felons.

vii. Lease Agreements -Required Terms. All Owners that have been approved to lease their Lot shall use and provide the Board with a copy of a written lease agreement. All lease agreements shall be kept on file with the books and records of the Association so that the Association may determine the number of leased Lots. All lease agreements must subject the tenants to the Project's governing documents. Any failure by the tenant to comply with the terms of such documents shall be considered a material default under the lease.

viii. 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 any Lot, and/or leases any Lot after the Board has denied the Owner's application, the Board may assess fines against the Owner and the Owner's Lot in an amount to be determined by the Board pursuant to a schedule of fines adopted by the Board. In addition, regardless of whether any fines have been imposed, the Board may proceed with any other available legal or equitable remedies, including but not limited to, an action to terminate the rental or lease agreement and removal of any tenant or lessee.

ix. Failure to Take Legal Action. Failure by an Owner to take legal action against his Resident who is in violation of the Community Association Act or Project documents within ten (10) days after delivery of written demand to so do from the Board, shall entitle the Association to take any and all such action for and in behalf of said Owner and as his or her agent, including but not limited to the institution of legal proceedings on behalf of such Owner against his or her Resident for eviction, injunctive relief or damages. Neither the Association nor any agent retained by the Association to manage the Project shall be liable to the Owner or Resident for any legal action commenced under this Section that is made in good faith. Any expenses incurred by the Association, including reasonable attorneys' fees and costs of suit, shall be repaid to it by such Owner. The amount of the costs and expenses an Individual Assessment.

x. 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, 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 Paragraph shall be an Individual Assessment.

xi. Requesting Unpaid Assessments from Tenant. In the event that a Lot is leased, and the absentee Owner fails to pay their regular, special or any other assessment, the Board may demand that the tenant pay his or her rental payment to the Association until such time as the delinquent assessment is incurred.

xii. Owner Obligation to Inform Tenant and Association. The Owner shall provide the tenant or lessee with a copy of the Project Documents then in effect and shall take a receipt for delivery 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 or lessee with a copy of the amendments, revisions, changes, or supplements within ten (10) calendar days of adoption by the Association, its Board, or its membership.

xiii. Declarant Rights. Nothing in this Section shall be interpreted to limit Declarant's rights under Article VII of the Declaration, or Declarant's right to lease-back any model homes.

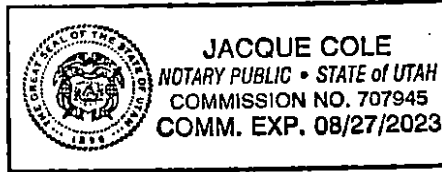
IN WITNESS WHEREOF, the Board has executed this Amendment to the Declaration as of the 7th day of November 2019.

THE MEADOWS AT RIVERBEND HOMEOWNERS' ASSOCIATION, INC.

Megan M. Fitzpatrick
By: Megan M. Fitzpatrick
Its: President

Thomas Lyon
By: Thomas Lyon
Its: Secretary

STATE OF UTAH)
) :SS
County of Weber)



On the 7th day of November 2019, personally appeared Thomas Lyon and Megan Fitzpatrick who, being first duly sworn did that say that they are the president and secretary of the Association authorized to sign this instrument and that said instrument was signed and sealed on behalf of the Association, certified that the Amendment was authorized by 67% of the total votes of the Association, and acknowledged said instrument to be their voluntary act and deed.

Jacquie Cole
Notary Public of Utah