

EXHIBIT "E"

**AMENDMENTS TO THE DECLARATION OF PROTECTIVE EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS (Including Owner Association Bylaws)**

**MONTRESEE
Expandable Planned Unit Development
Midway, Wasatch County, Utah**

**Entry: 271259, Book: 0693, Pages: 0593-0619, Date: 20 May 2004
Entry: 343409, Book: 980, Pages: 647-648, Date: 6 June 2009
Entry: 356817, Book: 1009, Pages: 1183-1184, Date: 8 February 2010**

Legal Description: Entry: 356817, Book: 1009, Pages: 1184

Montresee PUD Plat A, Lots OMQ-1001 through 1016, Lots 1 through 16

Commencing at the 1995 Wasatch County Survey Monument for the Southeast corner of Section 35, Township 3 South, Range 4 East, Salt Lake Base and Meridian as recorded in Book 330 at page 52 of official records; thence South 37.22 feet to the calculated position for the southeast corner of Section 35, Township 3 South, Range 4 East, Salt Lake Base and Meridian, as shown on that certain record of survey map referenced as OWC-034-035-4-0396; Thence East 31.70 feet and North 315.14 feet to the true point of beginning, said true point of beginning also lying at the beginning of a 362.00 foot radius curve to the right from which a radial line bears North 87°38'48" West; and running thence southwesterly 553.76 feet along the arce of said curve, lying coincident with the easterly and southerly right-of-way lines of Michie Lane, through a central angle of 87°38'48" (cord bears South 46°10'36" West 501.32 feet); Thence West 655.69 feet along the southerly right-of-way of Michie Lane; Thence North 27°32'18" West 36.09 feet; Thence East 32.78 feet; Thence North 00°41'47" West 40.00 feet; Thence East 326.19 feet; Thence North 280.64 feet; Thence South 89°32'00" East 675.61 feet to the true point of beginning. Containing 5.34 acres.

Article VI, Section 603(a) is amended and is as follows:

Section 603(a) No unit or any part thereof be used or occupied by any persons not coming within the definition of "Family". Family" is defined as one or more persons related by blood, marriage, adoption, guardianship or domestic partnership. "Family" does not exclude the care of foster children.

Article VI, Section 603(b) is amended and is as follows:

Section 603(b) Except as provided in Section 603(c), a Unit must be occupied by an owner or the family of the owner. "Family" as defined in Section 603(a).

Article VI, Section 603(c)(1) is added and is as follows:

Section 603(c)(1) All rental or lease agreements of any Unit shall be restricted to and shall only be occupied by the leasee and the leasee's family as defined in Section 603(a).

Article VI, Section 603(c)(2) is added and is as follows:

Section 603(c)(2) No rental or lease agreement of any Unit shall be for less than the whole thereof. The rental or lease agreement shall contain a provision that the same are subject to the provisions of this Declaration.

Article VI, Section 603(c)(3) is added and is as follows:

Section 603(c)(3) All rental or lease agreements shall be for a minimum term of one hundred and eighty (180) days.

Article VI, Section 603(c)(4) is added and is as follows:

Section 603(c)(4) Any short term or vacation rentals or leases such as Air Bed and Breakfast (Air B&B) or Vacation Rentals By Owner (VRBO) that are for less than one hundred and eighty (180) days are expressly prohibited.

Article VI, Section 603(c)(5) is added and is as follows:

Section 603(c)(5) Transient Lodging Unit Rentals as defined in Midway City Municipal Code are expressly prohibited.

Article VI, Section 603(c) is renumbered Section 603(d) and is as follows:

Section 603(d) No animals, livestock, or poultry of any kind shall be permitted on any Lot or within any Unit except such domesticated house hold pets or birds as are allowed pursuant to the Rules and Regulations, including leash laws, adopted by the Board pursuant to Section 12.03 of this Declaration.

Article VI, Section 603(d) is renumbered as Section 603(e) and is as follows:

Section 603(e) No parking of vehicles of any kind within the Development shall be permitted except as set forth in the Rules and Regulations adopted pursuant to Section 12.03 of this Declaration.

Article VI, Section 603(e) is renumbered as Section 603(f) and is as follows:

Section 603(f) No private outside television or radio aerial or antenna, or other similar device for reception or transmission shall be permitted on any Lot (unless such device is located on the rear patio area or alternately located on the Unit's exterior) pursuant to written approval of the Design Review Committee.

Article VI, Section 603(f) is renumbered as Section 603(g) and is as follows:

Section 603(g) No Unit within the Development shall contain a swamp cooler.

Article XI, Section 11.08 is amended and is as follows:

Section 11.08 Notice of Annual and/or Special Meetings. The Board of Trustee shall mail, electronically mail (email) to the email address provided by the lot owner to the association or deliver in person a notice of each Annual or Special meeting stating the purpose thereof as well as the time and place of the meeting to each lot owner of record at least ten (10), but not more than sixty (60) days prior to such meeting. The mailing of notice by prepaid U.S. Mail, sending by electronic mail (email) or by delivery in person shall be considered notice served.

Pursuant to Article XIV, Section 14.02 of the Declaration of Protective Easements, Covenants, Conditions and Restrictions (Including Owner Association Bylaws), it is hereby certified, the amendment of Article XI, Section 11.08 and the additions of Article XI, Section 11.09.1 through 11.09.3 were approved by ten (10) or more voting members at the Annual Meeting of the Montresee Owners Association held on November 27, 2017, and is so documented in the records of said meeting.

Dated: 1 December 2017

Gar Elliott Jensen
Gar Elliott Jensen
President
Montresee Owners Association

STATE OF UTAH)
 :SS.
COUNTY OF WASATCH)

On this 1 day of December, 2017, personally appeared before me Gar Elliott Jensen, who, being by me duly sworn, did say that he/she is a Member of the Board of Trustees of The Montresee P.U.D. Owners Association, a Utah non-profit corporation, that said instrument was signed him/her in behalf of said corporation pursuant to authority; and that said corporation executed the same.

Araceli Garcia Jimenez
NOTARY PUBLIC

