

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

**AMENDMENT TO THE AMENDED AND RESTATED SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS OF LAKESIDE AT SARATOGA  
SPRINGS**

This Amendment to the Amended and Restated Supplemental Declaration of Covenants, Conditions, and Restrictions of Lakeside at Saratoga Springs (the "Declaration") is executed on the date set forth below by the Lakeside at Saratoga Springs Homeowners, Inc. (the "LHOA").

RECITALS

- A. Real property in Utah County, Utah, known as Lakeside at Saratoga Springs was subjected to covenants, conditions, and restrictions pursuant to the Declaration recorded February 19, 2014, in the Utah County Recorder's Office as Entry No. 11068:2014;
- 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 provide for a rental restriction;
- D. All capitalized terms in this Amendment shall have the same meaning as given to them in the Declaration;
- E. AY - Lakeside, LLC (the "Declarant"), as current owner of at least one Lot (as defined in the Declaration), pursuant to Article XIII, Section 13.1.3 of the Declaration, possesses the unilateral right to amend the Declaration;

NOW, THEREFORE, Declarant hereby amends the Declaration to add 7.14.18 as follows:

Lease Restriction Limit. No Lot or living unit built thereon may be rented or leased if the rental or lease results in more than twenty percent (20%) of the Lots or living units within the Development being rented or leased at any given time ("Rental-Lease Limit"), except as provided below by grandfathering or hardship exemptions from this Section.

The rental and/or leasing of Lots shall be restricted as follows:

(a) INTENT. Notwithstanding the hardship exceptions listed below, it is the intent and desire of the LHOA to consist solely of owner-occupied Lots or living units with a maximum of twenty percent (20%) of Lots or living units being rented or leased. Consequently, all decisions with respect to the implementation of this Section shall be made, to the extent reasonable, to fulfill this intent and desire.

(b) DEFINITION OF LEASING OR RENTING. Leasing or Renting of a Lot or living unit means the granting of a right to use or occupy a Lot or living unit for the payment of rent (money, property or other goods or services of value); but shall not mean and include joint ownership of a Lot or living unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership.

(c) WRITTEN LEASE. Any agreement for the leasing, rental or occupancy of a Lot or living unit shall be in writing, and a copy thereof shall be delivered to the LHOA prior to commencement of the lease or rental.

(d) APPLICATION TO LEASE. Prior to renting or leasing any Lot or living unit, an Owner shall apply to the LHOA utilizing the procedures, forms or documentation established for such application. The application shall be reviewed and a determination be made whether the rental or lease will exceed the Rental-Lease Limit. The LHOA shall:

- 1) Approve the application if it determines that the rental or lease will not exceed the Rental-Lease Limit or if subparagraph (e) or (f) applies; or
- 2) Deny the application if it determines that the rental or lease of the Unit will exceed the Rental-Lease Limit and is not subject to subparagraph (e) or (f) below.

(e) GRANDFATHERING. Notwithstanding anything to the contrary in this Section, any owners of record of a Lot or living unit within the Subdivision prior to the date of the recording of this Amendment with the Utah County Recorder's office are not subject to the Rental-Lease Limit. Upon any conveyance, sale or other transfer of the Lot or living unit, however, the Lot or living unit shall be subject to the Rental-Lease Limit and may not qualify for a rental if the Rental-Lease Limit has been reached at such time.

(f) HARDSHIP EXEMPTIONS. The LHOA has sole discretion, and shall exercise its best judgment to offer hardship exceptions on terms it deems reasonable under the circumstances to the Rental-Lease Limit and allow Owner's to temporarily rent or lease the Owner's Lot or living unit in order to avoid undue hardships or practical difficulties.

IN WITNESS WHEREOF, the Board, 67% of LHOA members and Declarant have executed this Amendment to the Declaration as of the 6 day of November, 2014

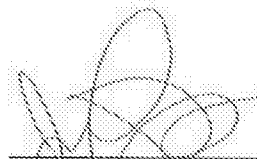
DECLARANT:  
AY-LAKESIDE, LLC

Its: [Signature]  
Representative

California  
STATE OF UTAH )

County of San Mateo )  
:SS

On the 6 day of November, 2014, personally appeared Donna Bayangos and [Signature]  
Representative who, being first duly sworn, did that say that they are the  
of the Declarant, authorized to sign this instrument on behalf of the Declarant.

  
Notary Public for Utah - California



**EXHIBIT A**  
**Legal Description**

ALL LOTS WITHIN SARATOGA SPRINGS NO. 23 PLANNED UNIT DEVELOPMENT  
SUBDIVISION AMENDED AS SHOWN ON THE OFFICIAL MAP THEREOF ON RECORD IN  
THE UTAH COUNTY RECORDER'S OFFICE.

Parcel ID Nos.: 66:141:0026 through 66:141:0042

ALL LOTS WITHIN THE SARATOGA SPRINGS NO. 24 PLANNED UNIT DEVELOPMENT  
SUBDIVISION AS SHOWN ON THE OFFICIAL MAP THEREOF ON RECORD IN THE UTAH  
COUNTY RECORDER'S OFFICE.

Parcel ID Nos.: 66:142:0001 through 66:142:0061

