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James Tucker Hansen P.C.
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AMENDMENT 2
TO THE DECLARATION OF
EASEMENTS, COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR DAVENCOURT HOMES

ENT 87718:2004 PG 1 of 4
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2004 Aug 02 9:19 am FEE 16.00 BY SFS
RECORDED FOR HANSEN, JAMES TUCKER

This Amendment is made this the 30th day of July, 2004, and amends that Declaration filed on the 19th day of September, 1995, which is identified as Entry No. 62400:3770, and is made pursuant to the Utah Condominium Ownership Act. This Amendment amends in their entirety sections 6.03, 11.11, 11.13, and 13.13 of said Declaration.

The property subject to the provisions of this Amendment consists of the following described real property in the city of Pleasant Grove, Utah County, State of Utah:

Commencing at a point which is North 00° 18' 23" West 1326.80 feet along Section Line and West 828.78 feet from the East quarter corner of Section 19, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence North 89° 28' 04" West 187.74 feet; thence North 00° 38' 07" East 258.00 feet; thence South 84° 18' 45" East 189.11 feet; thence South 00° 47' 13" West 241.01 feet to the point of beginning. Area = 1.0772 Acres.

Section 6.03 is amended to read as follows:

Prohibited Use and Nuisances. The following uses and practices are specifically prohibited, in addition to any additional prohibitions which may, from time to time, be adopted by the Board pursuant to Section 12.03 of this Declaration:

- (a) No unit or any part thereof shall be used or occupied by any persons not coming within the definition of "Family" as such term is defined and intended in the Pleasant Grove City Ordinances as of the date hereof; provided, however, that no more than three (3) non-related persons may live with the residing family as such term is therein defined.
- (b) No lease of any unit shall be less than the whole thereof.
- (c) There shall be no more than 14 separate rental units in the Association at one time. Any home owner who violates this section of the Declaration shall be subject to a Three Hundred Dollar (\$300.00) fine for every month his unit is occupied by renters. The outstanding balance on such fine shall accrue interest at the rate of one and one-half percent (1 ½ %) per month; and the association may bring an action against the owner who is personally liable thereof or may foreclose its lien against the lot or both. Any judgment obtained by the Association in connection with the collection of delinquent assessments and related charges shall include reasonable attorney fees, court costs, and every other expense incurred by the Association in enforcing its rights.

- (d) Any homeowner who would like to rent or lease his or her unit, shall notify the Board of such intention prior to leasing the unit. The Board will determine whether a particular unit can be rented in compliance with section 603(b). If the Board finds that a unit can be rented without violating section 603(b), the Board shall grant approval for the renting of the Unit; provided, the homeowner is in compliance with all provisions of this Declaration and Association rules. Homeowners who rent their Units shall keep the Association informed of their current address and phone number. Homeowners who violate this rule shall be subject to a \$50.00 fine for every month they are not compliant.
- (e) No property shall be rented until the Association has received a copy of the rental agreement and the homeowner has provided verification that the tenants have rental insurance and that they have been provided with current information and copies of the CC&R's. The penalty for violating this rule is \$50.00 a month for every month the home owner is non-compliant.
- (f) No animals, livestock, or poultry of any kind shall be permitted on any Lot or within any Unit except such domesticated household 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.
- (g) No parking of vehicles of any kind on the streets or parking areas within the Development shall be permitted except as set forth in rules and regulations adopted by the Board pursuant to Section 12.03 of this Declaration. Such rules and regulations shall specifically prohibit the parking of recreational vehicles ("RVs") of any kind within the Development and such prohibition shall not be subject to change with any periodic amendment to such rules and regulations.
- (h) No outside television or radio aerial or antenna, or other similar device for reception or transmission shall be permitted on any Lot or the exterior of any Unit except pursuant to written approval of the Architectural Control Committee pursuant to rules and regulations adopted by it and/or as set forth in this Declaration.
- (i) No unit within the Development shall (i) contain any coal or wood-burning fireplace, stove or similar device unless the same is EPA approved or unless such fireplace, stove or other device is fueled by natural gas only; (ii) contain a swamp cooler unless the placement thereof has been first approved in writing by the Committee; or (iii) contain a basement.

Section 11.11 shall be amended to read as follows:

Officers. The Association shall have a President, a Vice President and a Secretary/Treasurer all of whom shall be elected by and from the Board in conformance with the requirements set forth in the subsections of this section. The Board may appoint an Assistant Secretary and Assistant Treasurer. Only the offices of Secretary and Treasurer may be filled by the same person. The

officers shall be elected by the Board in an organizational meeting of the Committee immediately following each annual meeting of owners at which the new Board has been elected.

(a) **President.** The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board. The President shall have all of the general powers and duties that are usually vested in the office of president of a similar type association. The President shall be selected from one of the Trustees who has at least one year of experience as a Trustee on the Association Board. If the presidency office becomes vacant and the majority of the Board do not consent to one of the Trustees, who has at least one year of experience, acting as President, then the Board may select any Trustee to act as President. However, the Board shall make every reasonable effort to select as President who has at least one year experience as an Association Trustee.

(b) **Vice President.** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed on him by the Board.

(c) **Secretary.** The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association. He shall have charge of such books and records as the Board may direct and he shall, in general, perform all duties incident to the office of secretary of a similar type association.

(d) **Treasurer.** The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all money and any other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board. The Treasurer can assign a third party to perform all accounting, bookkeeping, and other financial responsibilities as long as the Board consents to such assignment prior to it being made.

Section 11.13 shall be amended to read as follows:

Board of Trustees: Composition, Election, Vacancies. The Association, through its Board of Trustees, is responsible for the maintenance of any common areas, the determination, imposition and collection of assessments, the enforcement of the provisions of this Declaration and, in general, the preservation of the residential quality and character of the development to the benefit and general welfare of the owners. Subject to the provisions of Section 11.2, the Board shall be composed of five (5) Trustees, each of whom shall be an owner (or an officer, director, or agent of a non-individual owner). The owners may increase the maximum number of Trustees to and including seven (7) at any meeting of association members. At the first meeting of owners to elect a Board of Trustees two (2) shall be elected to a three (3) year term, two (2) to a two (2) year term, and one (1) to a one (1) year term. As Trustees' terms expire, new Trustees shall be elected for three (3) year terms and shall serve on the Board until their successors are elected. Vacancies on the Board shall be filled by the remaining Trustees from among the owners and

such appointees shall serve until the next annual meeting of owners when their successors shall be elected for the unexpired term of the Trustee they were appointed to replace. Each Trustee shall have his monthly Association dues waived as compensation for his service; provided, the Trustee is satisfactorily performing his responsibilities as a Trustee. A determination of whether a Trustee is satisfactorily performing his responsibilities shall be determined by a majority vote of the other Trustees.

Section 13.13 shall be amended to read as follows:

Effect of Nonpayment; Remedies. Any assessment (whether annual, special or reimbursement assessment) not received within 15 days of the date upon which it becomes due shall be subject to a late charge in the amount of \$10.00 plus any additional costs incurred for the collection of this fee. If any assessment is not received within 15 days of the date it becomes due, the amount thereof plus any late fees shall also bear interest from the due date at the rate of one and one-half percent (1 ½%) per month; and the Association may bring an action against the owner who is personally liable therefor or may foreclose its lien against the lot or both. Any judgment obtained by the Association in connection with the collection of delinquent assessments and related charges shall include reasonable attorney's fees, court costs and every other expense incurred by the Association in enforcing its rights.

This Amendment 2 to the Declaration of Easements, Covenants, Conditions, and Restrictions of Davencourt Townhomes, a Planned Unit Development shall take effect upon recording in the office of the County Recorder of Utah County, Utah.

Dated this 30th day of July, 2004.

DAVENCOURT TOWNHOMES
a Planned Unit Development

Michael J Adamson
By: MIKE ADAMSON
Its; President

County of Utah
State of Utah SS:

Subscribed and sworn to before me this
30th day of July, 2004.

Dorothy Woodcox
Notary Public

