

107/14

2267981
BK 4277 PG 91

E 2267981 B 4277 P 91-94
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
05/07/2007 08:17 AM
FEE \$107.00 Pgs: 4
DEP RT REC'D FOR HELGESEN WATERFAL
L & JONES PC

**AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND
RESERVATION OF EASEMENTS
FOR
COUNTRY COTTAGES ASSOCIATION**

This "Amendment to Declaration Covenants, Conditions and Restrictions and reservation of Easements for Country Cottages Association" (hereinafter "Amended Declaration") is made and executed on the date shown below by Country Cottages Owners Association and Board (hereinafter "Association"), after having been voted upon and approved by the Owners at Country Cottages Association.

RECITALS

Leasing of Homes- Restrictions

WHEREAS, the property that is the subject of this Amended Declaration is situated in and upon that certain real property located in Davis County, State of Utah, as specifically described in Exhibit "A", attached hereto and incorporated herein by this reference, and including the common area that is appurtenant to each Lot as shown on the plat maps for Country Cottages PUD, as recorded in the office of the County Recorder for Davis County, State of Utah. There are 92 Lots at Country Cottages PUD.

WHEREAS, the homeowners of Country Cottages desire to preserve and enhance the quality of life at Country Cottages and have purchased their home at Country Cottages for the purpose of using their home as an owner occupied single family residence; and

WHEREAS, the homeowners believe the planned unit development living concept was developed to create a real property interest wherein individuals could own their own property and enjoy the benefits that accompany ownership of real property, including the stability associated with real property ownership, both individually and as a neighborhood, as well as the security that comes to a community by having residents who are owners and are committed to the long-term welfare and good of the community; and

WHEREAS, because the homeowners at Country Cottages own a shared and undivided interest in the Common Area, the Common Area should be used and shared in common by those who own an interest in the Common Area and not be used by those who do not possess an ownership interest in the Common Area; and

WHEREAS, the homeowners realize that the value of their homes are directly related to the ability to sell their homes, that the ability to sell their homes is directly related to the ability of

prospective borrowers to obtain financing, and that underwriting standards at financial institutions and secondary mortgage markets restrict the percentage of non-owner occupied homes that can exist in a planned unit development; and further, when too high a percentage of non-owner occupied homes exist in a planned unit development, a buyer will not be able to qualify for favorable and competitive market interest rates and financing terms, thus inhibiting homeowners' ability to sell their homes and depressing the value of all the homes at Country Cottages; and

WHEREAS, the homeowners desire to live in a planned unit development community that is orderly, peaceful, well maintained and desirable, and that will allow for and protect the comfortable enjoyment of all residents of Country Cottages, and have determined through the years of their collective experience that homeowners are more responsive to the needs of the planned unit development community, take a greater interest and care of the Common Area, and are generally more respectful of the Association rules.

THEREFORE, To accomplish the homeowners' objectives, the following amendment is adopted limiting and restricting the number of homes that may be rented at Country Cottages:

- 1.1 The leasing of homes at Country Cottages is prohibited unless the leasing is consistent with this Amended Declaration.
- 1.2 Not more than ten percent of the homes at Country Cottages shall be occupied by non-homeowners at any time.
- 1.3 Those homes that are currently occupied by non-homeowners may continue to be occupied by non-homeowners until the homeowner conveys his or her interest in the home to a new owner.
- 1.4 No home may be leased for less than six (6) months nor for more than a total of twelve (12) months in any twenty-four month period.
- 1.5 All leases, subleases, assignments of leases, and all renewals of such agreements shall be first submitted to the Country Cottages Board who shall determine compliance with this section.
- 1.6 Any homeowner desiring to lease his or her home or to have his or her home occupied by a non-homeowner shall notify the Board in writing of their intent to lease their home. The Board shall maintain a list of those homeowners who have notified it of an intent to lease their home and shall grant permission to homeowners to lease their home in the same order the Board receives the written notice of intent to lease a home from the homeowners. No permission shall be granted to lease a home until less than ten percent of the homes at Country Cottages are occupied by a non-homeowner.
- 1.7 The restrictions herein shall not apply if a homeowner moves from his home (a) due to temporary (less than three years) military, humanitarian, religious or charitable activity or service, and (b) leases his or her home with the intent to return to occupy his or her home

when the military, humanitarian, religious or charitable service has concluded. Nor shall the restrictions herein apply if a parent or child leases their home to a family member (parent, child or siblings).

- 1.8 Any homeowner who violates this section shall be subject to a fine of \$25.00 per day according the provisions set forth in the Country Cottages Community rules, and/or to a complaint for an injunction seeking to terminate the lease in violation of this section. If the Country Cottages Board is required to retain legal counsel to enforce this section, with or without the filing of legal process, the violating homeowner shall be liable for all attorney fees and court costs incurred by the Board in enforcing this section.
- 2.1 If there is a conflict between this Amended Declaration and any provision in the Declaration Covenants, Conditions and Restrictions and reservation of Easements for Country Cottages Association, Bylaws, Rules or Articles of Incorporation, this Amended Declaration shall control.
- 3.1 This Amended Declaration shall take effect upon recording.

CERTIFICATION

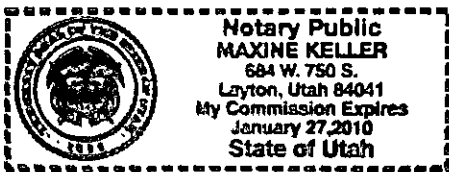
It is hereby certified that homeowners holding more than seventy-five (75%) of the voting interest of the Association has voted to approve this amendment.

IN WITNESS WHEREOF, this 30 day of April, 2007.

By Suzette Thomas Richard Webb
 President
Scott Scatthe
Julie Owsen

STATE OF UTAH)
) :ss.
 COUNTY OF DAVIS)

On this 30 day of April, 2007, personally appeared before me Suzette Thomas who, being by me duly sworn, did say that (s)he is President of Country Cottages Association and that the within and foregoing instrument was signed in behalf of said Association and (s)he duly acknowledged to me (s)he executed the same.



Maxine Keller
 Notary Public

Exhibit A

Legal Description of Homes at Country Cottages

All of Lots 1-20, Country Cottages Plat A Amended, A PUD, Centerville City, Davis County, Utah. [02-159-0001 through 02-159-0020]

All of Lots 21-51, Country Cottages Plat B Amended, A PUD, Centerville City, Davis County, Utah. [02-162-0021 through 02-162-0051]

All of Lots 52-92, Country Cottages Plat C Amended, A PUD, Centerville City, Davis County, Utah. [02-164-0052 through 02-164-0092]