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Gary W. Ott
Recorder, Salt Lake County, UT
UNITED TITLE SERVICES
BY: eCASH, DEPUTY - EF 3 P.

AMMENDMENT TO THE AMMENDED, RESTATED AND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MONTROSE VILLAGE

This Amendment to the Declaration of Covenants, Conditions, and Restrictions for Montrose Village is executed on the date set forth below by the Montrose Village Homeowner's Association ("Association").

RECITALS

- A. Real property in Salt Lake County, Utah, known as Montrose Village was subjected to covenants, conditions, and restrictions recorded May 25, 2006, as Entry No. 9733835, and amended and recorded February 17, 2011 as Entry No. 11135944 in Salt Lake County Recorder's Office, Utah ("Declaration");
- B. This amendment shall be binding against the property described in EXHIBIT A and the Declaration, any amendment, any annexation, or supplemental thereto;
- C. This amendment is intended to create covenants, conditions, and restrictions that more accurately reflect the daily operations of the community and are simpler to administer and understand.
- D. Pursuant to Declaration Article III, Section 31, the Management Committee certifies that this amendment has been approved by an affirmative vote of at least 67% of the Owners and that approval of the Eligible Mortgagees is not required;

NOW, THEREFORE, the Association hereby amends the Declaration as follows:

Declaration Article III, Section 7 is changed to read as follows:

7. Leases. No more than 10% of the total Units in the Project may, at any one time, be leased or rented. Any agreement for the leasing or rental of a Unit (hereinafter in this Section referred to as a "Lease") shall be in writing, a copy of the Lease shall be delivered to the Association before the term of the Lease commences. Every Lease shall provide that its terms shall be subject in all respects to the provisions of the Project Documents. Said Lease shall further provide that any failure by the resident thereunder to comply with the terms of the foregoing documents shall be a default under the Lease. If any Lease does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be a part of the Lease and be binding on the Owner and resident by virtue of their inclusion in this Declaration. The term of any Lease may not, without the Committee's approval, exceed the term of one year. No Owner shall be permitted to lease his Unit for transient, hotel, seasonal, rental pool, or corporate executive use or purposes. Daily or weekly rentals are prohibited. No owner may lease

individual rooms to separate persons or less than his entire Unit. Any Owner who shall lease his Unit shall be responsible for assuring compliance by the resident with the Project Documents. Failure by an Owner to take legal action, including the institution of a forcible entry and unlawful detainer proceeding against the resident who is in violation of the Project Documents within ten (10) days after receipt of written demand so to do from the Committee, shall entitle the Association to take any and all such action including the institution of proceedings in forcible entry and unlawful detainer on behalf of such Owner against his resident. Neither the Association nor any agent retained by the Association to manage the Project shall be liable to the Owner or resident for any eviction under this Section that is made in good faith. Any expenses incurred by the Association, including attorney's fees and costs of suit, shall be repaid to it by such Owner. Failure by such Owner to make such repayment within ten (10) days after receipt of a written demand therefore shall entitle the Association to levy an individual assessment against such Owner and his Unit for all such expenses incurred by the Association. In the event such assessment is not paid within thirty (30) days of its due date, the Committee may resort to all remedies of the Association for the collection thereof. Other than as stated in this Section, there is no restriction on the right of any Owner to lease or otherwise grant occupancy rights to a Unit.

IN WITNESS WHEREOF, the Committee has executed this Amendment to the Declaration as of the 2nd day of JULY, 2012.

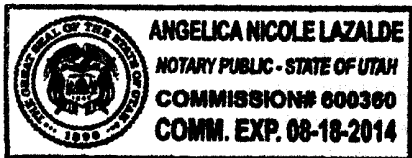
MONTROSE VILLAGE HOMEOWNER'S ASSOCIATION

By: Christopher B. Butte
Its: President

By: [Signature]
Committee member

STATE OF UTAH)
)
) :SS
County of Salt Lake)

On the 2nd day of July, 2012, personally appeared Steven Love and Chris Butte 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 more than 67% of the Owners, and acknowledged said instrument to be their voluntary act and deed.



Angelica Lazalde
Notary Public for Utah

**EXHIBIT A
LEGAL DESCRIPTION**

22291810010000	UNIT 101, MONTROSE VILLAGE PHASE 1. 9113-1515
22291810020000	UNIT 102, MONTROSE VILLAGE PHASE 1. 9113-1515
22291810030000	UNIT 103, MONTROSE VILLAGE PHASE 1. 9113-1515
22291810040000	UNIT 104, MONTROSE VILLAGE PHASE 1. 9113-1515
22291810050000	UNIT 201, MONTROSE VILLAGE PHASE 1. 9113-1515 9202-8940
22291810060000	UNIT 202, MONTROSE VILLAGE PHASE 1.
22291810070000	UNIT 203, MONTROSE VILLAGE PHASE 1. 9113-1515 9237-1857
22291810080000	UNIT 204, MONTROSE VILLAGE PHASE 1. 9113-1515 9202-8939
22291810090000	UNIT 301, MONTROSE VILLAGE PHASE 1. 9113-1515
22291810100000	UNIT 302, MONTROSE VILLAGE PHASE 1. 9113-1515
22291810110000	UNIT 303, MONTROSE VILLAGE PHASE 1. 9113-1515 9233-3017
22291810120000	UNIT 304, MONTROSE VILLAGE PHASE 1. 9113-1515
22291810140000	UNIT 101, BLDG 2, MONTROSE VILLAGE PHASE 2. 9298-8700
22291810150000	UNIT 102, BLDG 2, MONTROSE VILLAGE PHASE 2.
22291810160000	UNIT 103, BLDG 2, MONTROSE VILLAGE PHASE 2.
22291810170000	UNIT 104, BLDG 2, MONTROSE VILLAGE PHASE 2. 9298-8700
22291810180000	UNIT 201, BLDG 2, MONTROSE VILLAGE PHASE 2.
22291810190000	UNIT 202, BLDG 2, MONTROSE VILLAGE PHASE 2. 9298-8700
22291810200000	UNIT 203, BLDG 2, MONTROSE VILLAGE PHASE 2. 9298-8700
22291810210000	UNIT 204, BLDG 2, MONTROSE VILLAGE PHASE 2. 9298-8700
22291810220000	UNIT 301, BLDG 2, MONTROSE VILLAGE PHASE 2. 9298-8700
22291810230000	UNIT 302, BLDG 2, MONTROSE VILLAGE PHASE 2. 9298-8700
22291810240000	UNIT 303, BLDG 2, MONTROSE VILLAGE PHASE 2. 9298-8700
22291810250000	UNIT 304, BLDG 2, MONTROSE VILLAGE PHASE 2. 9298-8700
22291810260000	UNIT 101, BLDG 3, MONTROSE VILLAGE PHASE 2. 9298-8700
22291810270000	UNIT 102, BLDG 3, MONTROSE VILLAGE PHASE 2. 9298-8700
22291810280000	UNIT 103, BLDG 3, MONTROSE VILLAGE PHASE 2. 9298-8700
22291810290000	UNIT 104, BLDG 3, MONTROSE VILLAGE PHASE 2. 9298-8700
22291810300000	UNIT 201, BLDG 3, MONTROSE VILLAGE PHASE 2. 9298-8700
22291810310000	UNIT 202, BLDG 3, MONTROSE VILLAGE PHASE 2. 9298-8700
22291810320000	UNIT 203, BLDG 3, MONTROSE VILLAGE PHASE 2. 9298-8700
22291810330000	UNIT 204, BLDG 3, MONTROSE VILLAGE PHASE 2. 9298-8700
22291810340000	UNIT 301, BLDG 3, MONTROSE VILLAGE PHASE 2. 9298-8700
22291810350000	UNIT 302, BLDG 3, MONTROSE VILLAGE PHASE 2. 9298-8700
22291810360000	UNIT 303, BLDG 3, MONTROSE VILLAGE PHASE 2. 9298-8700
22291810370000	UNIT 304, BLDG 3, MONTROSE VILLAGE PHASE 2. 9298-8700