

WHEN RECORDED RETURN TO:
MILLER HARRISON LLC
50 WEST BROADWAY, SUITE 450
SALT LAKE CITY, UTAH 84101

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3/8/2016 12:03:00 PM \$215.00
Book - 10409 Pg - 3713-3720
Gary W. Ott
Recorder, Salt Lake County, UT
MILLER HARRISON LLC
BY: eCASH, DEPUTY - EF 8 P.

**AMENDMENTS TO
THE DECLARATION FOR THE FIELDS AT DRAPER CONDOMINIUMS
AND
THE BYLAWS FOR THE FIELDS AT DRAPER CONDOMINIUMS
ASSOCIATION, INC.**

**SECOND AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
THE FIELDS AT DRAPER CONDOMINIUMS**

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF THE FIELDS AT DRAPER CONDOMINIUMS is made and executed on the date set forth below and shall be effective upon recording in the Salt Lake County Recorder's Office.

RECITALS

A. Whereas, the original Declaration of Covenants, Conditions and Restrictions of The Fields at Draper Phase 2C Condominiums was recorded in the office of the Salt Lake County Recorder on May 1, 1998 as Entry No. 6949319, in Book 7965, beginning at page 229 (the "Original Declaration").

B. The Original Declaration was replaced in its entirety by the Amended and Restated Declaration of Condominium of The Fields at Draper Condominiums recorded with the Salt Lake County Recorder on September 23, 1998 as Entry No. 7095024, beginning at page 1454 (the "Declaration").

C. Whereas, the Declaration was first amended by the First Amendment to the Amended and Restated Declaration of Condominium of The Fields at Draper Condominiums recorded with the Salt Lake County Recorder on March 16, 2015 as Entry No. 12011822, beginning at page 4513.

D. Whereas, the Association and the Owners now desire to further amend the Declaration to create a rental restriction to enhance the marketability and investment of the Owners and protect the ability to provide Owners and prospective purchasers with a wide range of lending options, including FHA.

E. Pursuant to Section 15.3 of the Declaration and the Utah Condominium Ownership Act at §57-8-39, the Declaration can be amended by the affirmative vote of at least sixty-seven percent (67%) of the voting interests of the Association.

F. At least sixty-seven percent (67%) of the voting interests of the Association have approved the following amendment.

G. No Lenders have requested notice from the Association as required by Section 13.1 of the Declaration.

H. The following amendment shall be binding against the entire Property, including the Units identified on Exhibit A attached below.

AMENDMENT

Article 9, Section 9.15 of the Declaration is hereby revised and amended to read as follows:

9.15 Lease; Rental Cap; Notice of Intent to Lease.

(a) Except as indicated below, only thirty percent (30%) of the total Units – or fifty-seven (57) Units – may be leased at a given time (“Rental Cap”).

(b) Once the Rental Cap is reached, a Unit may only be leased with prior approval from the Management Committee and under the following exceptions:

- 1) it will be leased to the parent, child, or sibling of the Unit Owner;
- 2) it will be leased because the Unit Owner or the Unit Owner’s spouse or life partner has been deployed by a branch of the Armed Forces of the United States;
- 3) it will be leased by a Unit Owner that was leasing his/her Unit when this amendment was recorded with the Salt Lake County Recorder so long as the said Unit Owner has remained in complete compliance with subsection (c) below;
- 4) it will be leased by a Unit Owner whose employer has relocated the Unit Owner for no less than two years;

5) it will be leased by a Unit Owner who is a trust or other entity created for estate planning purpose if the trust or other estate planning entity was created for the estate of a current resident or the parent, child, or sibling of a current resident; or

6) the Unit Owner receives a hardship waiver from the Management Committee.

a) Hardship waivers may be granted by the Management Committee upon a showing of hardship or practical difficulties arising from unforeseen events such as the death of a Unit Owner’s spouse or life partner or difficulties in selling the Unit because of market conditions in the area, disability, employment relocation, or charitable service.

b) The Management Committee has full discretion in granting a hardship waiver, but is under no obligation to do so. No hardship waiver shall be granted by the Management Committee if it would result in having more than 49% of the Units non-Owner occupied.

(c) Any Unit grandfathered under (b)(3) above may continue to be leased until the Unit is reoccupied by its Owner (or an officer, owner, member, trustee, beneficiary, director, or person holding a similar position of ownership or control of an entity or trust that holds an

ownership interest in the Unit) or until it is conveyed to a new Owner, at which time the Unit will be fully subject to the Rental Cap.

(d) The Management Committee shall have authority to make and to enforce reasonable rules and regulations in order to enforce this provision, including, without limitation, the creation of a lease waiting list should the Rental Cap be reached, and the right to impose and collect fines for noncompliance of this Section.

(e) Any Owner who intends to lease his or her Unit shall give notice in writing to the Management Committee of such intention, stating: (i) the name, address, phone number, and email address of the intended tenant and all other adult occupants, (ii) the terms of the proposed transaction, and (iii) such other information as the Management Committee may reasonably require, except for those items prohibited by the Act. The Committee may not unreasonably withhold approval to lease a Unit unless the request would put the Association over the Rental Cap or violate other provisions in this Section 9.15.

(f) Any agreement for the leasing, rental, or occupancy of a Unit ("Lease Agreement") shall be in writing and a copy thereof shall be delivered to the Management Committee upon request of the Management Committee.

(g) All Lease Agreements shall provide that the terms of the Lease Agreement shall be subject in all respects to the provisions of the Declaration, Bylaws, and the Association rules and regulations and that any failure by the tenant(s) thereunder to comply with the terms of the foregoing documents shall be a default under the Lease Agreement. If any Lease Agreement does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be a part of the Lease Agreement and binding on the Owners and tenant(s) by virtue of their inclusion in this Declaration. Failure by an Owner to take legal action against the tenant(s) in violation of the Declaration, Bylaws, or Association rules and regulations within ten (10) days after receipt of written demand to do so from the Management Committee shall entitle the Association, through the Management Committee, to take any and all such action, including eviction, forcible entry, and detainer proceedings, on behalf of said Owner against the tenant. Neither the Association nor any agent retained by the Association shall be liable to the Owner or tenant for any eviction under this Section 9.15 that is made in good faith. Any expenses incurred by the Association, including attorneys' fees and costs of suit, shall be repaid by such Owner.

(h) No Unit may be leased for transient or hotel purposes, which shall be defined as a Lease Agreement for any period of time less than six (6) months.

(i) No Owner may lease less than the Owner's entire Unit.

(j) As used in this Section 9.15, the term "leasing" in any grammatical form means the right to use or occupy a Unit to a non-Owner while no Owner occupies the Unit as their primary residence. Units owned by business entities or trusts shall be considered leased regardless of who occupies the Unit.

CERTIFICATION

The foregoing amendment to the Declaration was duly approved by at least 67% of the voting interests of the Association as required by applicable state laws. No lenders have given the Association notice as outlined in Section 13.1 of the Declaration.

EXECUTED this 15 day of FEBRUARY, 2016.

Tina Mercer

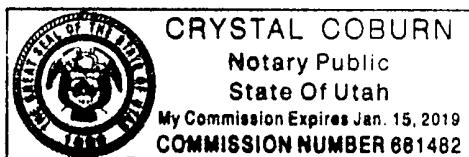
President

STATE OF UTAH)
Utah) SS:
COUNTY OF SALT LAKE)

On the 15 day of February 2016, personally appeared before me
Tina Mercer, who by me being duly sworn, did say that he/she is the President
of The Fields at Draper Condominiums Association, Inc., that he/she has been authorized by the
Management Committee to execute this document, that the foregoing instrument was approved in
accordance with the Declaration, and that all information provided above is true and accurate to the best
of his/her knowledge.

Crystal Coburn

Notary Public



**SECOND AMENDMENT TO THE
AMENDED AND RESTATED BYLAWS OF
THE FIELDS AT DRAPER CONDOMINIUMS ASSOCIATION
A Utah Nonprofit Corporation**

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED BYLAWS OF THE FIELDS AT DRAPER CONDOMINIUMS ASSOCIATION, INC. is made and executed on the date set forth below and shall be effective upon recording in the Salt Lake County Recorder's Office.

RECITALS

A. Whereas, the original Bylaws of The Fields at Draper Condominiums Association, Inc. was recorded in the office of the Salt Lake County Recorder on September 23, 1998 as Entry No. 7095024, (the "Original Bylaws").

B. The Original Bylaws were replaced in its entirety by the Amended and Restated Bylaws of The Fields at Draper Condominiums Association, Inc. recorded with the Salt Lake County Recorder on March 27, 2013 as Entry No. 11605038 (the "Bylaws").

C. Whereas, the Bylaws were first amended by the First Amendment to the Amended and Restated Bylaws of The Fields at Draper Condominiums Association recorded with the Salt Lake County recorder on March 16, 2005 as Entry No. 12011823, beginning at page 4524.

D. Whereas, the Association and the Owners now desire to further amend the Bylaws to clarify that up to 5 individuals may serve on the Management Committee at any given time.

E. Article X of the Bylaws provides that it can be amended by the affirmative vote of a majority of the Allocated Interest of the Association.

F. At least a majority of the Allocated Interest of the Association has approved the following amendments.

AMENDMENT

Article IV, Section 4.2 of the Bylaws be revised and amended to read as follows:

4.2 Number, Tenure, and Qualifications. The property, business, and affairs of the Association shall be governed and managed by a Management Committee composed of not less than three (3) nor more than five (5) persons, each of whom, must either be an Owner of a Unit; a spouse of an Owner; or if an Owner is a corporation, partnership, limited liability company, or trust, an officer, director, member, manager, trustee, or beneficiary of such Owner. At each annual meeting, the Members shall elect for terms of two (2) years each the appropriate number of Committee Members to fill vacancies by expiring terms of Committee Members.

CERTIFICATION

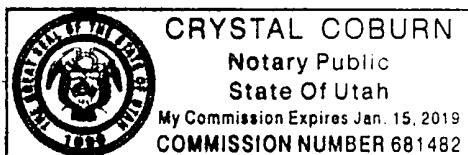
The foregoing amendment to the Bylaws was duly approved by a majority of the Allocated Interest of the Association as required by Section 10.1 of the Bylaws.

EXECUTED this 15 day of February, 2016.

The Monroe Meneo
President

STATE OF UTAH)
) SS:
COUNTY OF ~~SALT LAKE~~ Utah)

On the 15 day of February, 2016, personally appeared before me
The Monroe Meneo, who by me being duly sworn, did say that he/she is the President
of The Fields at Draper Condominiums Association, Inc., that he/she has been authorized by the
Management Committee to execute this document on the, and that the foregoing instrument was approved
in accordance with Section 10.1 of the Bylaws to the best of his/her knowledge.



Crystal Coburn
Notary Public

EXHIBIT A

Fields at Draper Condominiums - Parcel Numbers 192 Condominium Units; 14 Phases

Phase 1

34-07-101-001-0000
34-07-101-002-0000
34-07-101-003-0000
34-07-101-004-0000
34-07-101-005-0000
34-07-101-006-0000
34-07-101-007-0000
34-07-101-008-0000
34-07-101-009-0000
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34-07-101-034-0000

Phase 2

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Phase 3

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Phase 4

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Phase 5

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34-07-131-015-0000
34-07-131-016-0000
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Phase 6

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34-07-131-025-0000
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Phase 7

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Phase 8

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Phase 13

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34-06-352-011-0000
34-06-352-012-0000

Phase 9

34-07-103-011-0000
34-07-103-012-0000
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34-07-103-014-0000
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34-07-103-016-0000
34-07-103-017-0000

Phase 10

34-07-132-001-0000
34-07-132-002-0000
34-07-132-003-0000
34-07-132-004-0000
34-07-132-005-0000
34-07-132-006-0000
34-07-132-007-0000

Phase 14

34-06-352-015-0000
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34-06-352-022-0000

Phase 11

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Phase 12

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