

**SECOND AMENDMENT TO THE  
AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
ALMOND IV TOWNHOMES, INC.  
A Utah Condominium Project**

This SECOND AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ALMOND IV TOWNHOMES, INC. ("Declaration") has been approved and adopted by the Almond IV Townhomes, Inc., ("Association") and becomes effective when recorded with the Salt Lake County Recorder's Office.

**RECITALS**

A. Almond IV Townhomes, Inc., is a condominium development located in Salt Lake City, Utah, as described on Exhibit A ("Property").

B. The Property was originally made subject to certain covenants, conditions, and restrictions as provided in the "Declaration of Condominium of Almond Street Townhomes (A Residential Condominium Project)" as recorded on January 10, 2000 as Entry Number 7551344 with the Salt Lake County Recorder ("Original Declaration").

C. The Original Declaration was amended by the "Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Almond IV Townhomes, Inc." as recorded on August 5, 2016 as Entry Number 12336414 with the Salt Lake County Recorder ("Declaration").

D. The Declaration was amended only to bring clarity to the proper governing documents by the "Amendment to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Almond IV Townhomes, Inc." as recorded on April 9, 2019 as Entry Number 12964877 with the Salt Lake County Recorder ("Declaration").

E. The Association and Owners desire to amend the Declaration as provided below.

F. Section 21.1 of the Declaration provides that it may be amended with the affirmative vote of at least 67% of the voting rights of the Association.

G. At least 67% of the voting rights of the Association have approved this amendment to the Declaration, which shall be binding upon the entire Property, including all Units. See Exhibit A.

H. Unless specifically modified herein, all remaining provisions of the Declaration shall remain in full force and effect.

I. In case of any conflict between the terms of this Amendment and the terms of the Declaration, the provisions of this Amendment shall control.

## AMENDMENTS

Article 2, Section 2.2.2 of the Declaration is hereby amended and replaced with the following language:

2.2.2 “Allocated Interest” shall mean the undivided interest (expressed as a percentage in this Declaration) in the Common Area, the Common Expense liability, and the votes in the Association allocated to each Unit. The Allocated Interest is shown on Exhibit A of the Declaration.

Article 2, Section 2.2.9 of the Declaration is hereby amended and replaced with the following language:

2.2.9 “Common Areas” shall mean and refer to: (1) that portion of the Project not specifically included in the respective Units as herein defined; (2) all roofs, foundations, pipes, ducts, flues, chutes, floors, ceilings, conduits, wires, and other utility installations to the outlets; bearing walls, perimeter walls, columns and girders to the undecorated and/or unfinished interior surfaces thereof regardless of location: walkways, gardens, landscaping, fences, and service areas and in general all other apparatus installations and other parts of the Project necessary or convenient to the existence, maintenance, and safety of the foregoing or normally in common use; (3) those areas specifically set forth and designated in the Plat as “Common Area” or as “Limited Common Area”, and those areas and facilities described elsewhere in this Declaration; and (4) all common areas and facilities as defined in the Act, whether or not expressly listed herein.

Article 9, Section 9.12 of the Declaration is hereby amended and replaced with the following language:

9.12 Unit Leasing. In order to assure a community of congenial owners and thus protect the value of the Units, the leasing of a Unit by any Owner shall be subject to the following provisions:

(a) Notice of Lease or Intent to Lease. Any Owner who intends to lease his Unit shall give notice in writing to the Board of such intention, stating: (i) the name, phone number, email address, and mailing address of the adult lessees; (ii) the terms of the proposed transaction; (iii) such other information as the Board may reasonably require; and (iv) a copy of the Lease if so requested by the Board.

(b) Restrictions. Each lease shall be deemed to be subject to the following restrictions.

- i. Units may not be rented for transient or hotel purposes. Leases shall be for a term of no less than (12) months and no resort-hotel, corporate, or rental pool uses are permitted.
- ii. No Non-Owner Occupant shall be allowed to use or occupy a Unit without Board approval. The Board can only withhold its approval if: (i) the Owner is not current in the payment of all assessments and monthly Association fees; (ii) more than two (2) of the Units are already occupied or used by other Non-Owner Occupants (hereinafter

referred to as the “Non-Owner Occupant Lease Cap”); (iii) the lease would violate other provisions of the Declaration or rules of the Project; and, (iv) the Owner has not owned or occupied their Unit for at least one year from the date of purchase prior to requesting to lease.

- iii. The following shall not count towards and are exempt from the Non-Owner Occupant Lease Cap: (i) any lease by an Owner while the Owner is deployed by the military; (ii) any lease to an Owner's parent, grandparent, child, grandchild, or sibling; (iii) any lease resulting from an Owner's employer when the employer relocates the Owner for 2 years or less; (iv) a Unit owned by an entity that is occupied by an individual who has voting rights under the entity's organizing documents, and has a 25% or greater share of ownership, control, and right to profits and losses of the entity; or (v) a Unit that is owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of a current resident of the Unit, or the parent, child, or sibling of the current resident of the Unit.
- iv. If the Non-Owner Occupant Lease Cap has been reached, the Board may, without obligation and in its sole discretion, grant an exception therefrom to prevent a hardship scenario. Hardship examples may include, without limitation, an Owner relocating for charitable service, difficulties in selling a Unit for market value, a disability affecting an Owner, and so forth. No hardship exception may be granted by the Board for more than 3 years.
- v. When an Owner is not occupying a Unit as its primary residence, all Units may only be leased as a single premise to tenants living and using the premises as a single household, with rents paid as if from a single entity. When an Owner is not occupying a Unit as its primary residence, individual room rentals or rentals to multiple tenants not using the premises as a single household are strictly prohibited.
- vi. Any damage caused by a tenant to the Common Area shall be the financial responsibility of the Owner. The Owner shall be responsible for any costs associated with the cost of repair, maintenance or replacement.

Article 9, Section 9.23 of the Declaration is hereby deleted in its entirety

ALMOND IV TOWNHOMES, INC.

By:  
Its President

State of Utah )  
 )  
County of \_\_\_\_\_ )

On this 4 day of May, 2021, personally appeared before me Bonnie Nicholson, who being by me duly sworn, did say that he/she is the President of the Almond IV Townhomes, Inc.; that said instrument was signed by him/her, with authority from the Board of Directors, on behalf of said Association after having received approval from at least 67% of the Association's voting rights; and that the foregoing information is true and accurate to the best of his/her knowledge.



Notary Public

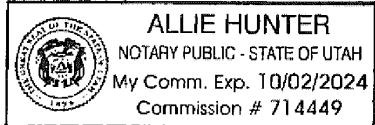


EXHIBIT A  
Legal Descriptions  
Parcel Numbers

*cb A&D*

All property within **ALMOND STREET TOWNHOMES PHASE 1**, a Residential  
Condominium Plat, according to the official plat thereof as recorded in the Office of the Salt  
Lake County Recorder, State of Utah recorded on January 10, 2000, Book 2000P, Page 12,  
recorded # 7551343

08-36-432-022-0000  
08-36-432-023-0000  
08-36-432-024-0000  
08-36-432-025-0000

Ballot:

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FOR  
ALMOND IV TOWNHOMES, INC.**

Please write in your vote for the proposed draft of the second amendment to the Almond IV Townhomes CC&R's as presented by Peter Harrison. In the event of a majority approval, this document will be filed and duly recorded with the County of Salt Lake.

Return reply requested by May 3, 2021

Yes: I vote to approve the proposed draft of a second amendment

No: I do not approve the proposed draft of a second amendment.

Name:

Jill Trewella Don M Parkin

(please print)

Authorized signature:

Jill Trewella Don M Parkin

Unit #: 269

Date: 4/29/2021

Ballot:

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X Yes: I vote to approve the proposed draft of a second amendment

\_\_\_\_\_ No: I do not approve the proposed draft of a second amendment.

Name: BONNIE MICKELSON JOHN D. PEASE

(please print)

Authorized signature:



Unit #: 275

Date: APRIL 29 2021

Ballot:

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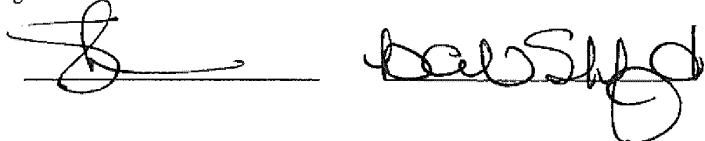
No: I do not approve the proposed draft of a second amendment.

Name:

Steve Shillingsford

(please print)

Authorized signature:



Unit #: 281

Date: 4/29/21