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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
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DEP RT REC'D FOR BOUNTIFUL TOWNHOU  
SE PUD ASSN

05-097-0001 thru 0016

**AMENDMENT TO THE DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**BOUNTIFUL TOWNHOUSE PLANNED UNIT DEVELOPMENT**

**This Amendment to the Declaration of Covenants, Conditions and Restrictions ("Declaration") is made on the date evidenced below by the Bountiful Townhouse Planned Unit Development Association ("Association").**

**RECITALS**

A. Certain real property in Davis County, Utah, known as Bountiful Townhouse Planned Unit Development, was subjected to certain covenants, conditions, and restrictions pursuant to a Declaration of Covenants, Conditions and Restrictions recorded on October 1, 1987, as Entry Number 0803436, Book 1196, Page 958, in the Recorder's Office for Davis County, Utah.

B. This Amendment shall be binding against all of the Property, Lots and Dwelling Units described in the Declaration and any Amendment, annexation or supplement thereto.

C. To avoid the communal ills, including, among other things, rules violations, abuse and destruction of community and private property and the resultant increase in insurance premiums; and the diminished safety of the Owners, often associated with high levels of tenancy, the Association deems restricting and regulating the manner of renting and number of rentals within the community necessary and in the best interests of the owners.

D. This Amendment is intended to restrict the manner and number of rentals in the community in order to better establish a residential community and help protect livability and property values for all owners.

E. Pursuant to Article III, Section 2 of the Declaration, the President and Secretary hereby certify that at least seventy-five percent (75%) of the membership voted affirmatively to approve this Amendment.

**NOW THEREFORE**, the Association hereby amends Article II of the Declaration to add the following Section 18:

Section 18 - Leases.

18.1 No Owner shall lease or rent his or her dwelling unit if such Owner has owned the dwelling unit for a period of less than twelve (12) months.

18.2 No Owner shall lease or rent less than his or her entire dwelling unit, and no Owner shall rent such Owner's dwelling unit for short-term, transient or hotel purposes, which for purposes of this section shall be deemed to be any rental with an initial term of less than six (6) months. Rentals or leases of a dwelling unit by more than three (3) unrelated people are prohibited.

18.3 Rental-Lease Limit. No dwelling unit may be rented or leased if the rental or lease results in more than **twenty-five percent (25%)** of the total number of dwelling units within the Property being rented or leased, except as provided in subsections 18.4 and 18.5 of this Section (the "Rental-Lease Limit").

18.3.1 Prior to renting or leasing any dwelling unit, an Owner shall apply to the Association. The Association shall review the application and make a determination of whether the rental or lease will exceed the Rental-Lease Limit. The Association shall approve the application if it determines that the rental or lease will not exceed the Rental-Lease Limit, or deny the application if it determines that the rental or lease of the unit will exceed the Rental-Lease Limit.

18.4 Notwithstanding Section 18.3, all Owners who are renting or leasing their dwelling unit at the time that this Amendment is recorded shall be grandfathered against this Section until the time that they convey their Lot to any other person or entity. This Amendment shall then apply to such subsequent Owner.

18.4.1 "Leasing or renting" of a dwelling unit means the granting of a right to use or occupy a dwelling unit for a specific or indefinite term (with rent stated on a periodic basis), in exchange for the payment of rent (money, property or other goods or services of value); but shall not mean or include joint ownership of a Lot by means of joint tenancy, tenancy-in-common or other forms of co-ownership.

18.4.2 "Grandfathered" means that such Owners who are currently renting or leasing shall be exempted from this Amendment until the time that they sell or otherwise convey their Lot to any other person or entity.

18.5 Any lease agreement between an Owner and a lessee must be in writing,

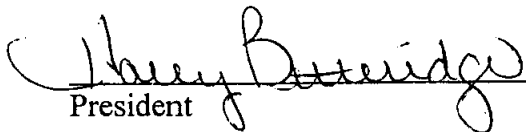
and must provide, among other things, that the terms of the lease shall in all respects be subject to the provisions of the Declaration, the Articles of Incorporation of the Association, the Bylaws, and the Rules and Regulations. **All lease agreements shall contain as an attachment to the lease agreement, a copy of the current Rules and Regulations of the Association.** The lease or rental agreement shall be in a form approved by the Association. Any failure by the lessee to comply with the terms of the Association's governing documents shall constitute a default under the lease and, upon notice to the Owner and a failure of the Owner to remedy violations of their lessee, the Association shall have intended third-party beneficiary status and be entitled to initiate eviction proceedings against any such lessee.

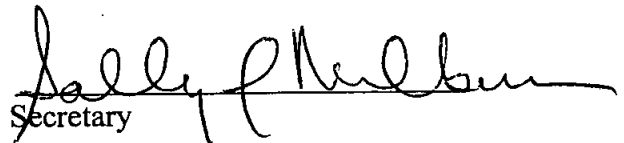
18.6 Fines, Citations and Sanctions. The Management Committee shall have the power to enforce the Association's governing documents, including obtaining injunctive relief from the courts, and to issue fines, citations, and sanctions, in order to maintain and operate the development and to enforce these leasing restrictions;

18.7 Hardship Exemption. Notwithstanding Section 18.3, to avoid undue hardships or practical difficulties such as the Owner's job relocation, disability, military service, charitable service, or other similar circumstances, the Management Committee shall have the discretion to approve an Owner's application to temporarily rent or lease the Owner's dwelling unit. The Association may not approve an application to rent or lease less than the Owner's entire dwelling unit or to rent or lease the unit for a period of less than six (6) consecutive months.

IN WITNESS WHEREOF, BOUNTIFUL TOWNHOUSE PLANNED UNIT DEVELOPMENT ASSOCIATION has executed this Amendment to the Declaration as of the 1<sup>st</sup> day of September 2009, in accordance with Article III, Section 2 of the Declaration.

**BOUNTIFUL TOWNHOUSE PLANNED UNIT DEVELOPMENT  
ASSOCIATION**

  
President

  
Secretary

STATE OF UTAH

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County of Salt Lake ) :SS

On the 1<sup>st</sup> day of September, 2009, personally appeared before me Sally J. Millburn and Holly Lee Betteridge who, being first duly sworn, did say that she is the President and Secretary of the Association and that the seal affixed to the foregoing instrument is the seal of said Association and that said instrument was signed and sealed in behalf of said Association by authority of its Management Committee; and each of them acknowledged said instrument to be their voluntary act and deed.

Sylvia Carroll  
Notary Public

