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When Recorded, Return To:
Bryan B. Todd, Esq.
358 S. Rio Grande #200
SLC, UT 84101

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RICHARD T. MAUGHAN
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**AMENDMENT TO
AMENDED AND RESTATED
CONDOMINIUM DECLARATION
FOR
COUNTRY SPRINGS**

THIS AMENDMENT TO AMENDED AND RESTATED CONDOMINIUM DECLARATION FOR COUNTRY SPRINGS (this "Amendment") is made as of 9 February, 2011 by **COUNTRY SPRINGS HOMEOWNERS ASSOCIATION, INC.**, a Utah nonprofit corporation ("**Declarant**"), as Declarant under that certain Amended and Restated Condominium Declaration for Country Springs dated February 18, 2003 and recorded on February 19, 2003 as Entry No. 1834550 in Book 3230, beginning at Page 226, Davis County, Utah Official Records, as amended (the "**Declaration**"), which Declaration is recorded against the real property legally described on **Exhibit A** attached hereto. Declarant hereby amends the Declaration as follows:

1. Article XVI of the Declaration is hereby amended to provide as follows:

**ARTICLE XVI
RENTALS**

16.1 **Leases Provisions.** Any agreement for leasing, rental, or other non-Owner occupancy of a Unit (hereinafter in this Article referred to as a "**Lease**") shall be in writing and a copy thereof shall be delivered to the Association before the term of the Lease commences. Every Lease shall provide that the terms of such Lease shall be subject in all respects to the provisions of the Association Documents, and that a breach thereof shall be a default under such Lease. If any Lease does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be a part of the Lease and binding on the Owner and the tenant thereunder (the "**Tenant**") by virtue of their inclusion in the Association Documents.

16.2 **Lease Restrictions.** All Leases shall be for a term of not less than thirty (30) days.

16.3 **Compliance.** Any Owner who shall lease his/her/its Unit shall be responsible for assuring compliance by the Tenant with the Association Documents. Failure by an Owner to take legal action, including the institution and prompt carrying out of a forcible entry and unlawful detainer proceeding against his Tenant who is in violation of the Association Documents within ten (10) days after receipt of written demand so to do from the Executive Board, shall entitle the Association to take any and all such action including the institution of proceedings in a forcible entry and unlawful detainer on behalf of such Owner against his Tenant. Neither the Association nor any agent thereof shall be liable to the Owner or Tenant for any eviction made in good faith. Any expenses incurred by the Association related to an eviction, including attorneys' fees, service fees, storage fees, constable or sheriff fees, and costs of suit, shall be charged as an Assessment to such Owner.

16.4 **Organizationally-Owned Units.** For the purpose of this Article, the term "Tenant" shall include any resident of a Unit which is owned by an organization of any kind, except an occupant which is the sole owner (with or without his or her spouse) of such organization, in which case he/she/they shall be considered to be the Owner(s).

16.5 **Adoption of Rules.** The Executive Board shall have the right to adopt reasonable and equitably enforced rules related to and, in its discretion, necessary for the enforcement of the foregoing restrictions.

2. Section 19.3(a) of the Declaration is amended to provide as follows:

(a) Subject to the terms and conditions of **Article XVII** above, and except as otherwise provided in this Declaration, the Owners may amend any provision of this Declaration at any time by a vote of at least 67 percent of all Memberships. Amendments to the Articles and Bylaws, however, shall only require the affirmative vote of at least 67 percent of all Memberships represented (in person or by proxy) and entitled to vote at any meeting duly called and held. If the necessary votes and consents are obtained, the Association shall cause to be recorded with the Recorder for Davis County, Utah, an amendment to this Declaration, in accordance with the terms and conditions of Section 57-8-12 of the Act.

3. Article XXI of the Declaration is amended to provide as follows:

**ARTICLE XXI
REGISTERED AGENT**

The name and address of the registered agent of the Association is changed to:

Bryan B. Todd, Esq.,
358 South Rio Grande, Suite 200
Salt Lake City, Utah 84101

4. Article XXII of the Declaration is amended to provide as follows:

**ARTICLE XXII
ADDITIONAL PROVISIONS**

Except as otherwise specified in this Declaration: (a) all matters to be determined by a vote of the Owners and/or Memberships shall be determined by the vote of at least 67% of all Memberships represented (in person or by proxy) and entitled to vote at any meeting duly called and held; and (b) the quorum required for any vote shall be the number of votes represented in person or by proxy at the meeting in question, provided such meeting is duly called and held.

The Executive Board shall have the authority, in its sole and absolute discretion, to grant variances from the restrictions contained in the Declaration, provided such variances (a) do not permit actions which are of a nature incompatible with the character of the Project, and (b) are granted in writing.

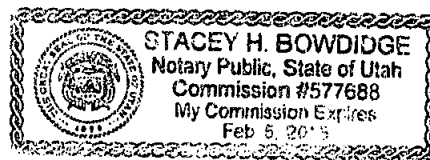
5. Exhibit A to the Declaration is hereby replaced with **Exhibit A** attached hereto.

6. Except as so amended, the Declaration shall remain as currently constituted.

IN WITNESS WHEREOF, the Declarant has hereunto caused its name to be signed by the signature of its duly authorized agent as of the day and year first written above.

**COUNTRY SPRINGS HOMEOWNERS
ASSOCIATION, INC.**, a Utah nonprofit
corporation

By: *Lowell Carr*
Lowell Carr, Its President



STATE OF UTAH;
COUNTY OF SALT LAKE: DAVIS

On 2-8-, 2011 personally appeared before me Lowell Carr, who duly acknowledged signing the foregoing instrument in the capacity indicated.

NOTARY PUBLIC: *Stacey H. Bowdidge*

EXHIBIT A
LEGAL DESCRIPTION OF COUNTRY SPRINGS CONDOMINIUMS

PHASES 1-5 CONSOLIDATED

Beginning on the West line of the former Bamberger Railroad right-of-way at a point N 89°39'48" W 11.79 feet along the Quarter Section line and N 00°08'55" W 131.25 feet from the Southeast corner of the Northwest Quarter of Section 18, Township 2 North, Range 1 East, Salt Lake Base and Meridian and running thence S 89°51'05" W 212.57 feet; thence S 00°20'12" W 23.36 feet; thence N 89°39'48" W 186.80 feet; thence N 49°51'25" W 50.81 feet; thence N 89°44'26" W 427.36 feet to the East line of 200 West Street; thence along said East line N 00°07'13" E 545.04 feet to the Southwest corner of Pitford Acres, according to the official plat thereof; thence along said South line S 89°39'48" E 863.15 feet to the West line of said Bamberger Railroad right-of-way, thence S 00°08'55" E 551.85 feet to the point of beginning. Contains 11.0 Acres.

PHASES 6-10 CONSOLIDATED

Beginning at a point which lies North 89°39'48" West along the quarter section line 11.79 feet and North 00°08'55" West 131.25 feet from the Southeast corner of the Northwest 1/4 of Section 18, Township 2 North, Range 1 East, Salt Lake Base and Meridian, and running thence South 00°08'55" East 409.70 feet to the North right of way line of Pages Lane; thence North 89°44'26" West 658.93 ft. along said North right of way line; thence North 00°07'13" East 417.65 feet to the South line of Country Springs Condominiums Phase 1 and its convertible lands, according to the official Plat thereof; thence along said South line the following (5) courses: South 89°44'26" East 218.63 feet, South 49°51'25" East 50.81 feet, South 89°39'48" East 188.80 feet, North 00°20'12" East 23.36 feet, and North 89°51'05" East 212.57 feet to the point of beginning. Property contains 6.111 acres.

03-157-0101 thru 0131

03-161-0131 thru 0140

03-165-0141 thru 0146, 0149 thru 0156
0167 thru 0169

03-167-0157 thru 0160

03-166-0147, 0148, 0161 thru 0166

03-0181-0201 thru 0208, 0213, 0210

03-189-0207 thru 0214, 0221 thru 0224

03-194-0215 thru 0220, 0234 thru 0237