

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

ENT. 27993;2006 PG 1 of 3
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2006 Mar 09 3:02 pm FEE 73.00 BY SM
RECORDED FOR HANSEN & WRIGHT

FOR DAVENCOURT HOMES, ^{Town}Plats A-E
2005

This Amendment is made this the 4th day of September, 2006, and amends that Declaration filed on the 19th day of September, 1995, which is identified as Entry No. 62400:3770, and any amendments to such Declaration that were made subsequent to the date the Declaration was recorded but prior to the date this Amendment is filed, and is made pursuant to the Utah Condominium Ownership Act. This Amendment amends Section 4.04, Section 6.03, and Section 14.02 as previously amended of said Declaration.

Section 4.04 is amended to read as follows:

Transfer of Interests. Except for obligations already accrued, an owner who, for other than purposes of security, transfers all of his interests in his Lot to another, either voluntarily or by operation of law, shall be relieved of all obligations under this Declaration, following such transfer.

Any party purchasing a Lot from an owner is required to pay a transfer fee of \$150.00 to the Davencourt Town Homes Homeowners Association.

Section 6.03 is amended to read as follows:

Prohibited Use and Nuisances. The following uses and practices are specifically prohibited, in addition to any additional prohibitions which may, from time to time, be adopted by the Board pursuant to Section 12.03 of this Declaration:

- (a) No unit or any part thereof shall be used or occupied by any persons not coming within the definition of "Family" as such term is defined and intended in the Pleasant Grove City Ordinances as of the date hereof; provided, however, that no more than three (3) non-related persons may live with the residing family as such term is therein defined.
- (b) No lease of any unit shall be less than the whole thereof.
- (c) There shall be no more than 10 separate rental units in the Association at one time. Any home owner who violates this section of the Declaration shall be subject to a Three Hundred Dollar (\$300.00) fine for every month his unit is occupied by renters. The outstanding balance on such fine shall accrue interest at the rate of one and one-half percent (1 ½ %) per month; and the association may bring an action against the owner who is personally liable thereof or may foreclose its lien against the lot or both. Any judgment obtained by the Association in connection with the collection of delinquent assessments and related charges shall include reasonable attorney fees, court costs, and every other expense incurred by the Association in enforcing its rights.

- (d) Any homeowner who would like to rent or lease his or her unit, shall notify the Board of such intention prior to leasing the unit. The Board will determine whether a particular unit can be rented in compliance with section 603(b). If the Board finds that a unit can be rented without violating section 603(b), the Board shall grant approval for the renting of the Unit; provided, the homeowner is in compliance with all provisions of this Declaration and Association rules. Homeowners who rent their Units shall keep the Association informed of their current address and phone number. Homeowners who violate this rule shall be subject to a \$50.00 fine for every month they are not compliant.
- (e) For the purpose of maintaining the rental cap, a waiting list has been established, which will be known as the "Rental Waiting List." This waiting list is on a "first come – first served" basis. If at any time, an owner desires to have his/her name and unit number added to the Rental Waiting List, the owner can mail or hand deliver such request to the Association Board and/or its managing agent. If at any time the number of rentals in the Association falls below 10, the Association and/or its managing agent will contact the next qualifying unit on the Rental Waiting List. If this unit owner chooses not to exercise his or her position on the rental waiting list, that owner's name will automatically be dropped to the bottom of the waiting list and the next owner on the list will be notified.
- (f) Any unit, including those that are currently being used as a "rental unit" which becomes for sale, automatically loses its right to be sold as a "rental unit."
- (g) No property shall be rented until the Association has received a copy of the rental agreement and the homeowner has provided verification that the tenants have rental insurance and that they have been provided with current information and copies of the CC&R's. The penalty for violating this rule is \$50.00 a month for every month the home owner is non-compliant.
- (h) No animals, livestock, or poultry of any kind shall be permitted on any Lot or within any Unit except such domesticated household pets or birds as are allowed pursuant to the rules and regulations, including leash laws, adopted by the Board pursuant to Section 12.03 of this Declaration.
- (i) No parking of vehicles of any kind on the streets or parking areas within the Development shall be permitted except as set forth in rules and regulations adopted by the Board pursuant to Section 12.03 of this Declaration. Such rules and regulations shall specifically prohibit the parking of recreational vehicles ("RVs") of any kind within the Development and such prohibition shall not be subject to change with any periodic amendment to such rules and regulations.
- (j) No outside television or radio aerial or antenna, or other similar device for reception or transmission shall be permitted on any Lot or the exterior of any Unit except pursuant to written approval of the Architectural Control Committee pursuant to rules and regulations adopted by it and/or as set forth in this Declaration.

- (k) No unit within the Development shall (i) contain any coal or wood-burning fireplace, stove or similar device unless the same is EPA approved or unless such fireplace, stove or other device is fueled by natural gas only; (ii) contain a swamp cooler unless the placement thereof has been first approved in writing by the Committee; or (iii) contain a basement.

Section 14.02 is amended to read as follows:

Amendment. This Declaration may be amended by the association in a duly constituted annual homeowners meeting, in a special meeting properly called and noticed up to the homeowners, or in the manner set forth in Section 14.03 of this Declaration. A two-thirds (2/3) majority vote of the homeowners attending the meeting or participating by proxy is required to amend these By-Laws.

Dated this 7 day of March, ~~2004~~ ²⁰⁰⁶.

DAVENCOURT TOWNHOMES
a Planned Unit Development

William Liddiard
By: _____
Its: Managing Agent

SUBSCRIBED and SWORN to before me this 7th day of March, 2006.

Stacey L. Jorgensen
Notary Public

