

**FIRST AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
SHAELA PARK
A PLANNED UNIT DEVELOPMENT**

This FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SHAELA PARK (“Declaration”) has been approved and adopted by the Shaela Park, PUD of Centerville, Homeowner’s Association, Inc. (“Association”) and becomes effective when recorded with the Davis County Recorder’s Office.

RECITALS

A. Shaela Park is a planned unit development located in Centerville, 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B. The Property was originally made subject to certain covenants, conditions, and restrictions as provided in the “Declaration of Covenants, Conditions, and Restrictions of Shaela Park” as recorded on October 21, 1998 as Entry Number 1450185 with the Davis County Recorder (“Original Declaration”).

C. The Original Declaration was amended by the “Amendment to the Declaration of Covenants, Conditions and Restrictions of Shaela Park” as recorded on May 9, 2013 as Entry Number 2739578 with the Davis County Recorder (“Declaration”).

D. The Original Declaration was amended and replaced by the “Amended and Restated Declaration of Covenants, Conditions and Restrictions of Shaela Park” as recorded on November 22, 2013 as Entry Number 2778189 with the Davis County Recorder (“Declaration”).

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

F. Section 12.1 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.

AMENDMENT

Article 8, Section 8.2 of the Declaration is hereby amended and replaced with the following language:

8.2 Leases

8.2.1 Leases Subject to Governing Documents. “Leasing” in any grammatical form, as used in this Section 8.2, means granting the right to use or occupy a Lot to a non-Owner while no Owner occupies the Lot as their primary residence. Any leasing arrangement or agreement (hereinafter in this Section 8.2 referred to as a “lease” or “lease agreement”) between an Owner and an occupant respecting a Living Unit shall be subject in all respects to the provisions and requirements of the Governing Documents and any failure by an occupant to comply therewith shall be a default under the lease agreement. An Owner shall be responsible and liable jointly and severally with its occupant(s) for any damage to the Project caused by such occupant(s) or any fines levied by the Association for an occupant’s violations of the Governing Documents.

8.2.2. Restrictions on Leasing.

(a) Any Owner shall apply to and receive prior written approval from the Board in the event (i) an Owner does not use his/her Living Unit as such Owner’s primary residence, and (ii) such Owner intends to rent, lease, or otherwise cause or allow any other non-Owner person to occupy such Living Unit (hereinafter in this Section 8.2 referred to as a “Non-Owner Occupant”).

(b) No Non-Owner Occupant shall be allowed to use or occupy a Living Unit without Board approval. The Board may withhold its approval if: (i) the Owner is not current in the payment of all assessments; (ii) more than three (3) of the Living Units are already occupied or used by other Non-Owner Occupants (hereinafter in this Section 8.2 referred to as the “Non-Owner Occupant Lease Cap”); (iii) the lease would violate other provisions of the Declaration or rules of the Project; or (iv) for any other reason deemed reasonably necessary by the Board.

(c) 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 Living 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 Living 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 Living Unit, or the parent, child, or sibling of the current resident of the Living Unit.

(d) 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 Living 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.

(e) All Living Units that are being leased at the time this amendment is recorded shall be “grandfathered” in under the Non-Owner Occupant Lease Cap until the Living Unit is transferred as provided in the Community Association Act. These grandfathered Living Units shall however count towards the Non-Owner Occupant Lease Cap and are subject to the other restrictions and requirements set forth herein or further established by the rules of the Association.

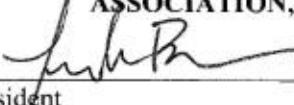
(f) All lease agreements shall be in writing. Any lease agreement between an Owner and a Non-Owner Occupant that does not have the written approval of the Board shall be null and void. Any Owner that causes or allows a Non-Owner Occupant to occupy or use such Owner's Living Unit without Board approval shall be in default of this Declaration.

(g) When an Owner is not occupying a Living Unit as its primary residence, all Living 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 Living Unit as its primary residence, individual room rentals or rentals to multiple tenants not using the premises as a single household are strictly prohibited.

(h) All lease agreements shall be for an initial term of no less than six (6) months. Short-term rentals are prohibited.

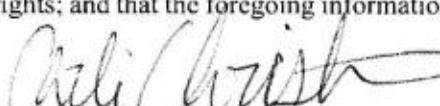
(i) Owners shall provide the Board or Association manager with the names and contact information for all adult Non-Owner Occupants and other occupants, their vehicle descriptions, and the total number of Non-Owner Occupants that will be residing in the Living Unit. Upon request of the Association, copies of lease agreements shall be provided to the Association.

SHAELA PARK, PUD OF
CENTERVILLE, HOMEOWNER'S
ASSOCIATION, INC.

By: 
Its: President

State of Utah)
County of DAVIS):ss

On this 14 day of November, 2019 personally appeared before me Tracy Beaman, who being by me duly sworn, did say that he/she is the President of the Shaela Park, PUD of Centerville, Homeowner's Association, 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

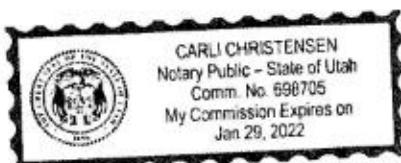


EXHIBIT A
Legal Descriptions
Parcel Numbers

Lots 1 through 32, Parcel A, and Common Area as shown by the Plat of Shaela Park PUD, as amended.

Parcel ID Numbers: 03-168-0001 through 03-168-0033