

WHEN RECORDED, RETURN TO:

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515 South 400 East #100
Salt Lake City, Utah 84111

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
04/01/2020 08:24 AM
FEE \$217.00 Pgs: 5
DEP RTT REC'D FOR ROBERTS FARMS HO
A

**FIRST AMENDMENT
TO
DECLARATION OF PROTECTIVE COVENANTS
ROBERTS FARMS SUBDIVISION**

**RETURNED
APR 01 2020**

This First Amendment to Declaration of Protective Covenants for Roberts Farms Subdivision ("Amendment") is executed and made effective as of MARCH 20th, 2020 by the Roberts Farm Homeowners Association (the "Association") upon the action of the members of the Association pursuant to Article IX of the Declaration of Protective Covenants for Roberts Farms Subdivision and Utah Code Ann. § 57-8a-104.

RECITALS

A. **WHEREAS**, the real property described at Exhibit A is governed by a Declaration of Protective Covenants, the Declaration of Protective Covenants for Roberts Farms Subdivision, which was recorded three separate times as new phases were added to the Association. The first was recorded on December 5, 2005 as Entry No. 2127649, Book 3924, Page 414 in the office of the Davis County Recorder, State of Utah (the "Phase 5 Declaration"). The second was recorded on January 17, 2007 as Entry No. 2236430, Book 4200, Page 1021-1050 in the office of the Davis County Recorder, State of Utah (the "Phase 6 Declaration"). The third was recorded on September 30, 2013 as Entry No. 2769235, Book 5863, Page 1001-1030 (collectively, the "Declarations").

B. **WHEREAS**, this Amendment shall amend provisions of the Declarations as noted below and shall apply to and be binding against all of the property that it is recorded against and the property described in Exhibit A, attached hereto, and any additional property, annexation, expansion or supplement thereto (the "Property");

C. **WHEREAS**, this Amendment is intended to clarify certain provisions of the Declaration with respect to Association reserve funds, and to impose additional restrictions with respect to owner occupancy and rental and lease restriction, and to impose fines for violation of the restrictions set forth in the Declaration;

D. **WHEREAS**, pursuant to the Bylaws and the Declarations, the necessary approvals to amend the Declarations were duly received to adopt and record this Amendment.

AMENDMENT

NOW THEREFORE, The Declarations are amended as follows:

1. Article IV is amended to add the following Section 28:

28. Lease and Rental Restrictions.

(a) No Lease for Transient or Hotel Purposes. *With the exception of a lender in possession of a Unit following a default in a First Mortgage, a foreclosure proceeding, or any deed or other arrangement in lieu of foreclosure, no Lot Owner shall be permitted to lease a Unit for transient or hotel purposes or for an initial term of less than one hundred twenty (120) days.*

(b) Entire Unit. *No Owner shall lease less than the entire Unit.*

(c) All Leases Subject to this Declaration. *Any lease agreement shall be required to provide that the terms of such lease shall be subject in all respects to the provisions of the Declaration, the Articles, and the Bylaws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease and that the Management Committee shall have authority to remedy any such default by all remedies available under the law including, without limitation, by legal action against the tenant. Any Owner who shall lease his Unit shall be responsible for assuring compliance by such Owner's lessee with this Declaration, the Articles, Bylaws and Association Rules.*

(d) Form of Leases. *All leases shall be in writing.*

(e) Background Checks. *No Owner shall enter into a lease with any tenant unless and until said Owner has performed a criminal background check on said Tenant and has provided the Management Committee with proof that such criminal background check has been completed. Nothing in this provision shall be construed as requiring any Owner to provide the Management Committee with a copy of any prospective tenant's criminal background check.*

(f) Owner to Provide Information Regarding Leases. *Within seven (7) days of entering a lease, the Owner shall provide to the Management Committee in writing each of the following:*

1. *The name(s) of all Tenants listed on the lease;*
2. *The Unit number the tenant is leasing;*
3. *The date the rental period begins or began;*
4. *The contracted termination date of the lease;*
5. *A current telephone number and mailing address for the Owner;*

The Owner shall notify the Management Committee in writing of termination of any lease within seven (7) days of such termination.

Any Owner that is currently leasing his Unit at the time that this Declaration is recorded in the Davis County Recorder's Office shall provide to the Management Committee all items listed within this Subsection (f) within seven (7) days of such recording.

29. Fine for Violation

Failure to comply with the restrictions set forth in this Article IV will result in a fine. The Management Committee shall adopt resolutions providing for fines or other monetary penalties for violations of the terms of this Declaration, which shall include escalating or recurring fines for repeated or uncured violations. The Management Committee shall levy fines for each violation of this Declaration, which shall escalate or repeat for those violations which persist after notice and an opportunity for a hearing is given. Upon an initial violation of any of the terms of this Declaration, the Management Committee shall send written notice to the Lot Owner describing the nature of the violation and providing a reasonable opportunity to cure the violation. If the Lot Owner fails to cure the violation within the time specified, the Management Committee shall impose a fine according to the fine schedule, but not less than \$25. Upon imposing a fine, the Management Committee shall provide notice of the fine to the Lot Owner and notice of the Lot Owner's right to request a hearing at the next Management Committee meeting. Failure of the Lot Owner to request a hearing within ten (10) days of receiving the written notice shall constitute a waiver of the Lot Owner's right to a hearing. The Management Committee shall not take any action to collect the fine amount until the right to a hearing has been waived or a hearing has taken place. If the Lot Owner fails to cure the default within the reasonable time specified, the Management Committee shall levy an additional fine of not less than \$50, and shall impose additional fines of not less than \$50 for each ten days the continuing violation remains uncured. A second, independent violation (i.e., not a continuing violation) of the same provision of the Declaration shall result in a fine of not less than \$50, with additional fines for continuing violations of not less than \$100 for each ten days the continuing violation remains uncured. A third, independent violation shall result in a fine of not less than \$100, with additional fines for continuing violations of not less than \$200 for each ten days the continuing violation remains uncured.

2. Article VI, Section 4(c) is deleted in its entirety and replaced by the following:

4. Payment of Common Expenses.

...

b. Budget. Before the annual Meeting of the Association each year, the Board of Trustees shall prepare a budget which shall itemize the anticipated Common Expenses for the next calendar year. In addition to the anticipated Common Expenses for the next calendar year, the budget shall contain a line item amount sufficient to maintain a reserve fund of at least 20% of the total annual budget.

[END OF AMENDMENT]

This Amendment shall be considered supplemental to the Declarations. Except as expressly amended by the foregoing, the Declarations shall remain in full force and effect and shall not be canceled, suspended or otherwise abrogated by the recording of this Amendment.

IN WITNESS WHEREOF, this Amendment is hereby executed as of the date first above written.

ROBERTS FARM HOMEOWNERS ASSOCIATION

By: _____

Print: _____

President of the Board of Trustees

STATE OF UTAH)
)
ss.)
)

COUNTY OF Davis)

On the 20th day of March, 2020, personally appeared before me RYAN REISBECK, who being duly sworn, did say that he is the President of the Board of Trustees for the Roberts Farm Homeowners Association, and that the foregoing instrument was signed by authority of a resolution of its Board of Trustees, and that said RYAN REISBECK, duly acknowledged and executed the same.

Dixon P. Reisbeck
Notary Public Expires July 2, 2020

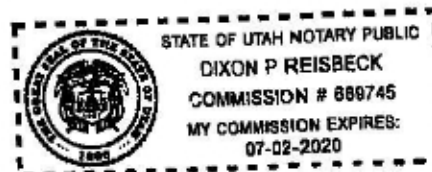


EXHIBIT A

LEGAL DESCRIPTION

ALL OF LOTS 501-543, ROBERTS FARMS NO. 5, LAYTON CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE DAVIS COUNTY RECORDER.

ALL OF LOTS 601-635, ROBERTS FARMS NO. 6, LAYTON CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE DAVIS COUNTY RECORDER.

ALL OF LOTS R-801, ⁹⁰²⁻⁸¹⁴~~817-821~~, ROBERTS FARMS NO. 8, LAYTON CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE DAVIS COUNTY RECORDER.

Parcels Included:

11-626-0501 - 0543
11-624-0601 - 0627 and 0635
11-688-0628 - 0634
11-727-0801 - 0814
11-727-0817 - 0821