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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
07/10/2020 11:06 AM
FEE \$118.00 Pgs: 5
DEF RTT REC'D FOR VILLAS AT BELLA
VIDA HOA

AFTER RECORDING RETURN TO:
Zach R. Harding
The Villas at Bella Vida Homeowners Association, Inc.
316 Bella Vida Drive
North Salt Lake, UT 84054

(Space Above Line for Recorder's Use Only)

**FIRST CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE VILLAS AT BELLA VIDA**

01-439-0001-0011, 01-440-0012-0020, 01-487-0021-004

This First Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions of The Villas at Bella Vida (this "**Amendment**") is made as of this 18th day of March, 2020, by the Board of Trustees (the "**Board**") for **The Villas at Bella Vida Homeowners Association, Inc.**, a Utah non-profit corporation (the "**Association**"). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Declaration (as defined below).

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions of The Villas at Bella Vida was executed June 20, 2011 and was recorded in the official real estate records of Davis County on June 23, 2011, as Entry Number 2564398 in Book Number 5301 beginning at Page Number 408 (the "**Declaration**"), as amended to date; and

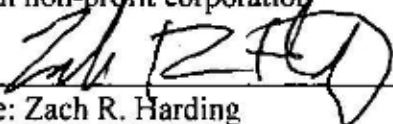
WHEREAS, the Board has obtained the requisite consent of the Association to amend the Declaration and the undersigned officer of the Association acknowledges and certifies below that such vote for amendment has occurred as required by the Declaration and Bylaws of the Association.

CERTIFICATION:

This Amendment was approved by a vote of at least 67% of the Association pursuant to the requirements of the Declaration and Bylaws of the Association and with the consent of the Board.

Certified by:

THE VILLAS AT BELLA VIDA
HOMEOWNERS ASSOCIATION, INC.
a Utah non-profit corporation

By: 
Name: Zach R. Harding
Its: Secretary

WHEREAS, the Board and the Association hereto desire to amend the Declaration as set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, and the provisions herein contained, the Declaration is hereby amended as follows:

1. **Snow Removal for Unit Driveways, Walkways and Sidewalks.** The last sentence of the first paragraph of Section 2 (Operation and Maintenance by Association) of Article VII (Operation and Maintenance) of the Declaration is deleted in its entirety. The last sentence of Section 3 (Snow Removal) of Article VII is deleted in its entirety and replaced with the following:

“The Association shall also be responsible for the snow removal from the Unit Owners’ driveways, walkways, and sidewalks in front of and/or around the individual Units.”

2. **Garbage and Refuse Disposal.** Section 3.E (Use of Units; Garbage and Refuse Disposal) of Article XI (General Use Restrictions) is deleted in its entirety and replaced with the following:

“**Garbage and Refuse Disposal.** All rubbish, trash and garbage shall be regularly removed from the Property and shall not be allowed to accumulate thereon. All garbage or trash receptacles, including recycling containers, shall be stored either in the garage or on the outside of the Building where such receptacle or container is screened from street view in an as inconspicuous manner as possible (not including on the driveway or in front of the garage), except on trash collection days. Trash, garbage and other waste shall be kept in sanitary containers. No equipment or storage piles may be kept outside of the Building.”

3. **Use of Buildings; Leasing Restrictions.** The following language is added at the end of Section 3.A (Use of Units; Use of Buildings) of Article XI (General Use Restrictions):

“For purposes of clarification, the leasing/renting of Buildings is permitted but only subject to the restrictions and requirements outlined in this Section. Any agreement for the leasing, rental, or occupancy of (i) a Building or (ii) a room in a Building for a roommate (hereinafter in this Section referred to as a “lease”) shall be in writing with prior written notice to the Association and the Board and such leases shall be for an initial term of no less than six (6) months. Daily, weekly and monthly rentals are prohibited. Upon request of the Board, a copy of any lease agreement shall be provided to the Board along with the name and contact information for all adult tenants, vehicle information of the tenants, and any other information deemed necessary by the Board. No Owner shall be permitted to lease his/her Building or individual rooms of a Building for transient, hotel, or seasonal purposes (i.e., Airbnb, Vrbo, etc.). All leases shall provide that the tenant is subject to and shall abide by this Declaration and the tenant’s failure to do so shall constitute a breach of the lease agreement. Within ten (10) days after delivery of written notice of the creation of a nuisance or violation of this Declaration, the Owner shall proceed promptly to either abate or terminate the nuisance, or cure the default, and notify the Board in writing of his or her intentions. If the Owner fails to act accordingly, the Board may initiate eviction proceedings on behalf of the Owner, and through this Declaration the Owner hereby assigns the Association the authority to do so. Timeshare interests are prohibited.”

3. **Effect of Amendment.** Except as expressly modified by this Amendment, the Declaration shall remain unmodified and in full force and effect.

3. **Counterparts.** This Amendment may be executed via facsimile or other electronic transmission and in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one instrument.
4. **Effective Date.** This Amendment shall take effect upon its being filed for record in the office of the County Recorder of Davis County, Utah.

IN WITNESS WHEREOF, the Board for the Association has executed this Amendment the day and year first written above.

ASSOCIATION:

The Villas at Bella Vida Homeowners Association, Inc.

a Utah non-profit corporation

By: James J. Farrell
James Farrell, President

By: Paula G. Chu
Paula Chu, Treasurer

By: Zach R. Harding
Zach R. Harding, Secretary

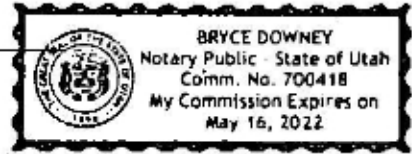
STATE OF UTAH)

) ss

County of Davis)

On the 22nd day of April, 2020, personally appeared before me Janis Farrell who being by me duly sworn did say that she, Janis Farrell is President of The Villas at Bella Vida Homeowners Association, Inc., a Utah non-profit corporation, that executed the written instrument.


Notary Public
Residing at:
My Commission Expires:



Villas at Bella Vida

ALL OF UNITS 1 THROUGH 11, THE VILLAS AT BELLA VIDA, PHASE 1, a planned unit development, according to the official plat thereof on file and of record in the Davis County Recorder's Office.

ALL OF UNITS 12 THROUGH 20, THE VILLAS AT BELLA VIDA, PHASE 2, a planned unit development, according to the official plat thereof on file and of record in the Davis County Recorder's Office

ALL OF UNITS 21 THROUGH 49, THE VILLAS AT BELLA VIDA, PHASE 3, a planned unit development, according to the official plat thereof on file and of record in the Davis County Recorder's Office