

**When Recorded Return To:**  
E.L. Owners Association, Inc.  
Attn: William Price, President  
232 Eagle Way,  
North Salt Lake, UT 84054

All of the Eagles Landing  
Planned Unit Development Nos. 1, 2, 3, and 4  
Parcels: 01-186-0001 through -0016,  
01-187-0016 through -0028,  
01-188-0028 through -0036, -0040 through -0041, and -0043, and  
01-234-0042, and -0044 through -0049

**AMENDMENT TO THE  
NOVEMBER 16, 1993  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF THE EAGLES LANDING PLANNED UNIT DEVELOPMENT**

THIS AMENDMENT ("Amendment") is made and entered into effective this 8th day of February, 2023 (the "Effective Date"), regarding the original Declaration of Covenants, Conditions and Restrictions of the Eagles Landing Planned Unit Development ("CC&Rs") dated November 16, 1993, and recorded on November 17, 1993 as Entry No. 1076080, Book 1688, beginning at Page 1339, with the Davis County Recorder.

Pursuant to the terms set forth in Paragraphs 7.5 and 17.6 of the CC&Rs, proper notice was provided to all owners. The owners met on November 15, 2022 and subsequently voted by at least 67% of the total votes of the Owners to approve the addition of the following to the CC&Rs.

5.7.1 Additional Lease Restrictions.

(a) Restrictions. All Owners and Lots shall be subject to the following restrictions, subject to Paragraph (b) below. The terms "leasing," "lease," "renting," "rent," or "rental" used in reference to any Lot or Dwelling Unit within the Association means the granting of a right to use or occupy a Lot to any person or entity other than the Owner or Owner's family, whether or not monies for rent are paid, but shall not include joint ownership of a Lot by means of joint tenancy, tenancy-in-common, or other forms of co-ownership or any other exemptions required by law.

(1) Rental Prohibition. It is hereby amended and agreed that Owners shall not be permitted to rent or lease their Lots upon the recording of this Declaration unless "grandfathered," as permitted herein under Section 5.7.1(b) or by Utah law. As such, it is the objective and requirement that all Units shall ultimately be Owner-occupied as the grandfathering privileges expire, excepting those exemptions required by law.

(2) Short Term Rentals. For those Lots permitted to lease or rent, no Owner may lease or rent less than their entire Unit, and no Owner may lease or

rent any Unit for a period of less than **twelve (12) consecutive months**. No short term, daily, weekly, or monthly rentals are permitted including, but not limited to, nightly or other short-term rentals through programs such as VRBO, Airbnb, or similar arrangements.

(b) Grandfathering Clause. All Owners of record prior to the recordation of this Declaration currently renting or leasing their Lot may continue to rent or lease their Lot, consistent with the terms of the current lease, and consistent with the terms of the 1993 CC&Rs, allowing no more than three (3) consecutive years of rental at any one time and no lease shorter than twelve (12) consecutive months; until the Owner occupies the Lot; or until such time as title to the Lot changes, for whatever reason, unless a statutory exemption (subsection (c) below) is required. At such time one of the above has occurred, the "grandfathered status" is lost. Additionally, those Owners of record prior to the recordation of this Declaration retain the option to lease their Lot in the future, for the time they own the Lot, for up to three (3) consecutive years and for not less than twelve (12) consecutive months. Any Owner who takes title to a Lot after the recording of this Declaration is not allowed to rent or lease their Lot, regardless of the prior rental status of the Lot at or prior to the time of purchase, unless a statutory exemption (subsection (c) below) is required.

(c) Statutory Exemptions. The following Lot Owners and their respective Lots, upon proof sufficient to the Board, as determined by the Board, are **exempt** from the rental prohibition outlined in Section 5.7.1(a)(1):

(1) A Lot Owner in the military for the period of the Lot Owner's deployment or mandatory relocation;

(2) A Lot occupied by a Lot Owner's parent, child, or sibling;

(3) A Lot Owner whose employer has relocated the Lot Owner for two (2) years or less;

(4) A Lot owned by an entity that is occupied by an individual who: (i) has voting rights under the entity's organizing documents; and (ii) has a twenty-five percent (25%) or greater share of ownership, control, and right to profits and losses of the entity; or

(5) A Lot 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: (i) A current resident of the Lot; or, (ii) The parent, child, or sibling of the current resident of the Lot.

(d) Additional Lease Terms. Any lease or rental agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association. In the event Owner fails to remedy any default under their lease agreement within thirty (30)


days of written notice from the Board, the Association is hereby appointed agent of the Owner and may initiate eviction proceedings against Tenant. Prior to the commencement of any rental or lease period, the Owner shall provide the Association with a signed copy of the lease agreement.

**Certification of Association**

Pursuant to Paragraph 17.6 of the CC&Rs, this Amendment has been signed by the Association and the Association hereby certifies that this Amendment has been approved in accordance with the procedures contained in the CC&Rs. This certification is sufficient to permit reliance by any party upon the terms and conditions of this Amendment and no further inquiry as to the validity of this Amendment shall be required by any party.

DATED this 7 day of December, 2022.

E.L. OWNERS ASSOCIATION, INC.:



By: William Price

Its: President

STATE OF UTAH )

) ss.

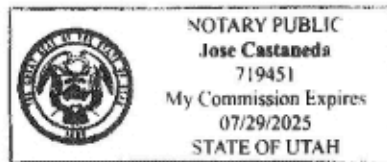
COUNTY OF Davis )

On this 7 day of December, 2022, before me Jose Castaneda, a notary public, personally appeared William Price, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he/she executed the same.

Witness my hand and official seal.



Notary Public



**Exhibit A**

<b>Lot Number</b>	<b>Legal Description</b>
01-186-0001	ALL OF LOT 1, EAGLES LANDING PHASE I PUD. CONTAINS 0.164 ACRES
01-186-0002	ALL OF LOT 2, EAGLES LANDING PHASE I PUD. CONTAINS 0.18 ACRES
01-186-0003	ALL OF LOT 3, EAGLES LANDING PHASE I PUD. CONTAINS 0.204 ACRES
01-186-0004	ALL OF LOT 4, EAGLES LANDING PHASE I PUD. CONTAINS 0.21 ACRES
01-186-0005	ALL OF LOT 5, EAGLES LANDING PHASE I PUD. CONTAINS 0.16 ACRES
01-186-0006	ALL OF LOT 6, EAGLES LANDING PHASE I PUD. CONTAINS 0.225 ACRES
01-186-0007	ALL OF LOT 7, EAGLES LANDING PHASE I PUD. CONTAINS 0.173 ACRES
01-186-0008	ALL OF LOT 8, EAGLES LANDING PHASE I PUD CONTAINS 0.17 ACRES
01-186-0009	ALL OF LOT 9, EAGLES LANDING PHASE I PUD. CONTAINS 0.17 ACRES
01-186-0010	ALL OF LOT 10, EAGLES LANDING PHASE I PUD. CONTAINS 0.15 ACRES
01-186-0011	ALL OF LOT 11, EAGLES LANDING PHASE I PUD. CONTAINS 0.161 ACRES
01-186-0012	ALL OF LOT 12, EAGLES LANDING PHASE I PUD. CONTAINS 0.161 ACRES
01-186-0013	ALL OF LOT 13, EAGLES LANDING PHASE I PUD. CONTAINS 0.162 ACRES
01-186-0014	ALL OF LOT 14, EAGLES LANDING PHASE I PUD. CONTAINS 0.152 ACRES
01-186-0015	ALL OF LOT 15, EAGLES LANDING PHASE I PUD. CONTAINS 0.15 ACRES
01-186-0016	THE COMMON AREA AS DEFINED ON PLAT FOR EAGLES LANDING PHASE I. PUD, RECORDED 8-12-93 ENTRY #1054601 BOOK 1650, PAGE 171 CONT. 1.5694 ACRES (THE INFORMATION SHOWN ON THIS PARCEL NUMBER IS FOR REFERENCE PURPOSES ONLY AND THIS PARCEL IS NOT TO BE CONSTRUED AS A TAXABLE PARCEL OF LAND.)
01-187-0016	ALL OF LOT 16, EAGLES LANDING PHASE II PUD. CONTAINS 0.192 ACRES
01-187-0017	ALL OF LOT 17, EAGLES LANDING PHASE II PUD. CONTAINS 0.18 ACRES
01-187-0018	ALL OF LOT 18, EAGLES LANDING PHASE II PUD. CONTAINS 0.214 ACRES
01-187-0019	ALL OF LOT 19, EAGLES LANDING PHASE II PUD. CONTAINS 0.191 ACRES
01-187-0020	ALL OF LOT 20, EAGLES LANDING PHASE II PUD. CONTAINS 0.164 ACRES
01-187-0021	ALL OF LOT 21, EAGLES LANDING PHASE II PUD. CONTAINS 0.164 ACRES
01-187-0022	ALL OF LOT 22, EAGLES LANDING PHASE II PUD. CONTAINS 0.164 ACRES
01-187-0023	ALL OF LOT 23, EAGLES LANDING PHASE II PUD. CONTAINS 0.15 ACRES
01-187-0024	ALL OF LOT 24, EAGLES LANDING PHASE II PUD. CONTAINS 0.15 ACRES
01-187-0025	ALL OF LOT 25, EAGLES LANDING PHASE II PUD. CONTAINS 0.16 ACRES
01-187-0026	ALL OF LOT 26, EAGLES LANDING PHASE II PUD. CONTAINS 0.195 ACRES
01-187-0027	ALL OF LOT 27, EAGLES LANDING PHASE II PUD. CONTAINS 0.23 ACRES
01-187-0028	COMMON AREA OF EAGLES LANDING PHASE II PUD. AS DEFINED ON RECORDED 08-12-93 ENTRY #1054602 IN BOOK 1650-172. CONT. 0.7118 ACRES (THE INFORMATION SHOWN ON THIS PARCEL NUMBER IS FOR REFERENCE PURPOSES ONLY AND THIS PARCEL IS NOT TO BE CONSTRUED AS A TAXABLE PARCEL OF LAND.)
01-188-0028	ALL OF LOT 28, EAGLES LANDING PHASE III PUD. CONTAINS 0.163 ACRES
01-188-0029	ALL OF LOT 29, EAGLES LANDING PHASE III PUD. CONTAINS 0.153 ACRES
01-188-0030	ALL OF LOT 30, EAGLES LANDING PHASE III PUD. CONTAINS 0.153 ACRES
01-188-0031	ALL OF LOT 31, EAGLES LANDING PHASE III PUD. CONTAINS 0.145 ACRES
01-188-0032	ALL OF LOT 32, EAGLES LANDING PHASE III PUD. CONTAINS 0.193 ACRES
01-188-0033	ALL OF LOT 33, EAGLES LANDING PHASE III PUD. CONTAINS 0.17 ACRES
01-188-0034	ALL OF LOT 34, EAGLES LANDING PHASE III PUD. CONTAINS 0.162 ACRES
01-188-0035	ALL OF LOT 35, EAGLES LANDING PHASE III PUD. CONTAINS 0.205 ACRES
01-188-0036	ALL OF LOT 36, EAGLES LANDING PHASE III PUD. CONTAINS 0.175 ACRES

01-188-0040	ALL OF LOT 40, EAGLES LANDING PHASE III PUD. CONTAINS 0.231 ACRES
01-188-0041	ALL OF LOT 41, EAGLES LANDING PHASE III PUD. CONTAINS 0.17 ACRES
01-188-0043 (formerly portions of 01-188-0038 and 01-188-0042)	THE COMMON AREA OF EAGLES LANDING PHASE III, PUD RECORDED 08-12-93 ENTRY #1054603 IN BOOK 1650 PAGE 173. CONT. 2.0722 ACRES. LESS TO A PORTION OF COMMON AREA PLATTED TO EAGLES LANDING PHASE IV. CONT 0.05 ACRES TOTAL ACREAGE 2.0222 ACRES THE INFORMATION SHOWN ON THIS PARCEL NUMBER IS FOR REFERENCE PURPOSES ONLY AND THIS PARCEL IS NOT TO BE CONSTRUED AS A TAXABLE PARCEL OF LAND.
01-234-0042 (formerly portions of 01-188-0037 and 01-188-0038)	ALL OF LOT 42, EAGLES LANDING PHASE IV PUD. CONTAINS 0.29 ACRE
01-234-0044	ALL OF LOT 44, EAGLES LANDING PHASE IV PUD. CONTAINS 0.23 ACRES
01-234-0045	ALL OF LOT 45, EAGLES LANDING PHASE IV PUD. CONTAINS 0.22 ACRES
01-234-0046 (formerly 01-188-0039)	ALL OF LOT 46, EAGLES LANDING PHASE IV PUD. CONTAINS 0.20 ACRES
01-234-0047 (formerly a portion of 01-188-0042)	THE COMMON AREA AS DEFINED BY PLAT OF EAGLES LANDING PHASE IV, A PUD, RECORDED 11-14-97 AS ENTRY NO 1360595, BK 2202, PG 1166, AND DECLARATION OF COVENANTS RECORDED 11-14-97 AS ENTRY NO 1360596, BK 2202, PG 1167. CONT. 0.24 ACRES THIS INFORMATION ON THIS PARCEL IS FOR REFERENCE PURPOSES ONLY AND THIS PARCEL IS NOT TO BE CONSTRUED AS A TAXABLE PARCEL OF LAND.
01-234-0048 (formerly a portion of 01-234-0043)	ALL OF LOT 43, EAGLES LANDING PH IV PUD EXCEPTING THE FOLLOWING: BEG AT THE MOST W'LY COR OF LOT 43 OF EAGLES LANDING PH IV IN NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH BEING A PART OF THE NW 1/4 SEC 7-TIN-R1E, SLM; & RUN TH N 38°15'00" E 68.70 FT ALG THE BNDRY OF SD LOT 43; TH S 12°41'03" E 63.87 FT; TH S 44°00'00" E 29.21 FT; TH ALG SD BNDRY OF LOT 43 IN THE FOLLOWING THREE COURSES TO THE POB: SE'LY 6.61 FT ALG THE ARC OF A 41.00 FT RAD CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 9°14'08" (CHORD BEARS S 10°55'12" E), SE'LY 35.22 FT ALG THE ARC OF A 50.00 FT RAD CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 40°21'46" (CHORD BEARS S 4°38'35" W), N 47°00'05" W 102.99 FT. CONT. 0.16 ACRES
01-234-0049 (formerly a portion of 01-234-0043)	BEG AT THE MOST W'LY COR OF LOT 43 EAGLES LANDING PH IV, NORTH SALT CITY, DAVIS CO, BEING A PART OF THE NW 1/4 SEC 7-TIN-R1E, SLM; & RUN TH N 38°15'00" E 68.70 FT ALG THE BNDRY OF SD LOT 43; TH S 12°41'03" E 63.87 FT; TH S 44°00'00" E 29.21 FT, TH ALG SD BNDRY OF LOT 43 IN THE FOLLOWING THREE COURSES TO THE POB: SE'LY 6.61 FT ALG THE ARC OF A 41.00 FT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 9°14'08" (CHORD BEARS S 10°55'12" E), SE'LY 35.22 FT ALG THE ARC OF A 50.00 FT RAD CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 40°21'46" (CHORD BEARS S 4°38'35" W), N 47°00'05" W 102.99 FT. CONT. 0.14 ACRES