

**FIRST AMENDMENT TO THE  
AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS, AND  
RESERVATION OF EASEMENTS FOR  
SPRINGBROOK VILLAS CONDOMINIUMS**

This First Amendment to the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Springbrook Villas Condominiums (the "**First Amendment**") is entered by the Springbrook Villas Condominiums Owners Association, Inc., a Utah non-profit corporation (the "**Association**").

**RECITALS**

A. The Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Springbrook Villas Condominiums was recorded on December 30, 2014 as Entry No. 93924:2014 in the office of the Utah County Recorder (hereinafter the "**Declaration**").

B. This First Amendment affects the real property located in Utah County, State of Utah, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated herein by reference.

C. The Association desires to amend the Declaration as set forth in this First Amendment to impose restrictions on the leasing of Units and to place a cap on the number of allowable leased Units within the Project.

D. Unless otherwise set forth herein, the capitalized terms shall have their same meanings and definitions as stated in the Declaration.

E. Pursuant to Article 13, Section 13.1 of the Declaration, the undersigned hereby certifies that this First Amendment was approved by at least sixty-seven percent (67%) of the undivided ownership interests in the Common Area of the Association.

## AMENDMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, the Association hereby executes this First Amendment, which shall be effective as of its recording date with the Utah County Recorder's office.

**Part 1.** Article 7, Section 7.11 of the Declaration shall be deleted in its entirety and replaced as follows:

### **7.11 Leasing and Non-Owner Occupancy of Units**

Notwithstanding anything to the contrary in the Declaration or Bylaws, any leasing and Non-Owner Occupancy of a Unit shall be governed by this Section and any rules and procedures adopted as allowed in this Section.

7.11.1. Definitions. For the purpose of this Section:

- (a) Pursuant to Utah Code § 57-8-3(38), as amended from time to time, "Rental Unit" means:
  - (1) a unit that:
    - (i) is not owned by an entity or trust; and
    - (ii) is occupied by an individual while the unit owner is not occupying the unit as the unit owner's primary residence; or
  - (2) an occupied unit owned by an entity or trust, regardless of who occupies the unit.
- (b) "Family Member" means:
  - (1) The spouse, parent, sibling, or child of an Owner; or
  - (2) In the case of a Unit owned by a trust or other entity created for estate planning purposes, a Person occupying the Unit if the trust or other estate planning entity that owns the Unit was created for the estate of (i) a current Resident of the Unit, or (ii) the spouse, parent, child, or sibling of the current Resident of the Unit.
- (c) "Lease" means any agreement, whether written or not, providing for the Non-Owner Occupancy of a Unit.
- (d) The ownership of Unit is "Transferred" if one or more of the following occurs:
  - (1) the conveyance, sale, or other transfer of the Unit by deed;
  - (2) the granting of a life estate in the Unit; or
  - (3) if the Unit is owned by a limited liability company, corporation, partnership, or other business entity, the sale or transfer of more than 75% of the business entity's share, stock, membership interests, or partnership interests in a 12-month period.

7.11.2. Maximum Number of Rental Units. The number of Units permitted to be

Rental Units shall not exceed nineteen (19). The nineteen (19) Unit maximum shall be calculated by excluding any grandfathered Units and those exempted Units under Subsection 7.11.4. The Board may adopt reasonable rules and reporting procedures to track the number of Rental Units to ensure consistent administration and enforcement of the restrictions in this Section.

**7.11.3. Requirements for Non-Owner Occupancy.** The Owners of Rental Units must comply with the following provisions:

- (a) Any Lease or agreement for otherwise allowable Non-Owner Occupancy must be in writing, must be for an initial term of at least one (1) year, and shall provide as a term of the agreement that the Resident shall comply with the Declaration, the Bylaws, and the Rules, and that any failure to comply shall be a default under the Lease or agreement. If a Lease or agreement for Non-Owner Occupancy (whether in writing or not) does not include these provisions, they shall nonetheless be deemed to be part of the Lease or agreement and binding on the Owner and the Resident. Any Owner who shall lease a Unit shall be responsible for assuring compliance by such Owner's lessee with this Declaration, the Bylaws, and Rules.
- (b) Units shall not be used for transient, short-term (less than one year), hotel, resort, vacation, Airbnb, or seasonal use (whether for pay or not).
- (c) No Owner may Lease less than the entire Unit.
- (d) Except as a guest of an Owner, daily and weekly occupancy by Non-Owner Residents is prohibited (whether for pay or not).
- (e) The Board is authorized to adopt further rules related to Rental Units and the Residents of those Units. Such rules may include, but are not limited to: requiring copies of a Lease or other agreements for Non-Owner Occupancy to be delivered to the Association, requiring informational forms to be filled out by Owners and/or residents identifying Non-Owner Residents, vehicles, phone numbers, etc., establishing age-verification procedures in compliance with the Federal Housing for Older Persons Act ("HOPA"), or any other reasonable administrative provisions it deems appropriate to enforce the requirements of this Section.

**7.11.4. Exemptions.** The following Units may be Rental Units and are not subject to the cap on Rental Units set forth in Subsection 7.11.2:

- (a) A Unit being rented at the time this First Amendment is recorded in the Utah County Recorder's office shall be grandfathered and permitted to rent, lease, or allow a Non-Owner Occupant to reside in the Unit until: (i) the Unit Owner occupies the Unit, or (ii) the ownership of the Unit is Transferred. Upon occurrence of (i) or (ii) in this paragraph, the Unit's qualification for this exception irrevocably terminates.
- (b) A Unit owned by a person in the military for the period of the Owner's deployment.
- (c) A Unit occupied by a Unit Owner's Family Member.

- (d) A Unit Owner whose employer has relocated the Unit Owner for two years or less.
- (e) A Unit owned by an entity that is occupied by an individual who:
  - 1. has voting rights under the entity's organizing documents; and
  - 2. has a 25% or greater share of ownership, control, and right to profits and losses of the entity.
- (f) A Unit 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:
  - 1. a current resident of the unit; or
  - 2. the Family Member of the current resident of the Unit.
- (g) The Board of Directors, at its option and in extenuating circumstances, has the authority to grant other exemptions to the cap set forth in Subsection 7.11.2. and to establish duration of such exemptions if it determines that: (1) the restriction of this Section 7.11 would create an unreasonable hardship or burden on an Owner, (2) an emergency, or (3) Owners of a Unit demonstrate that they intend to vacate the Unit temporarily in pursuit of religious services. Any such exemption shall be unenforceable and without effect unless reduced to writing and signed by every member of the then-existing Board. The Board may not be arbitrary or capricious in granting exemptions, however, the granting of an exemption to one Owner as permitted herein shall not be binding on the Board to grant exemptions to all other Owners who apply with similar but distinguishable circumstances.

7.11.5. Remedies for Violation. If an Owner fails to comply with this Section or rents or leases a Unit in violation of this Section, the Board of Directors may:

- (a) Assess fines against the Owner and Owner's Unit pursuant to a schedule of fines adopted by the Board of Directors.
- (b) Regardless of whether any fines have been imposed, proceed with any other available legal remedies, including, without limitation, after reasonable notice, the Association shall have the right to initiate an action and obtain a forcible entry and unlawful detainer order from the court, or similar action, with the purpose of removing the offending Non-Owner Occupant. The Association, the Board, and its manager shall not have any liability for any action taken pursuant to this subsection and the Owner shall indemnify and pay the defense costs of the Association, the Board, and its manager arising from any claim related to any action taken in good faith by any of them pursuant to this subsection.
- (c) Pursuant to rules adopted under this Section, if the Board determines that a Non-Owner Occupant has violated a provision of the Declaration, the Bylaws, or rules and regulations, the Board may require the Owner to terminate its Lease agreement.

7.11.6. Costs and Attorney Fees. Fines, charges, and expenses incurred in enforcing the Declaration, the Bylaws, and rules and regulations with respect to a Non-Owner Occupant, and for any costs incurred by the Association in connection with any

action under this Section, including reasonable attorney fees (regardless of whether any lawsuit or other action is commenced), are assessments against the Owner and Unit which may be collected and foreclosed on by the Association.

7.11.7. Demanding Rental Payments from Tenant. Pursuant to Section 57-8-53 of the Utah Condominium Ownership Act, the Association shall have the right to demand and collect rent from any tenant in any Unit for which an Assessment is more than sixty (60) days late.

**Part 2.** Article 7, Section 7.12 of the Declaration shall be amended to read as follows:

### **7.12 Timeshares**

Timeshares and time-sharing of Units is prohibited. Under no circumstances shall any unit be owned or used as a "time period unit" as defined by Utah Code § 57-8-3(40), as amended from time to time.

**Part 3: Incorporation and Supplementation of Declaration.** This document is supplemental to the Declaration, which by reference is made a part hereof, and all the terms, definitions, covenants, conditions, restrictions, and provisions thereof, unless specifically modified herein, are to apply to this document and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

IN WITNESS WHEREOF, the Association has executed this FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SPRINGBROOK VILLAS CONDOMINIUMS as of the day and year written below.

(Signature Pages Follow)

**SPRINGBROOK VILLAS CONDOMINIUMS  
OWNERS ASSOCIATION, INC.**

a Utah nonprofit corporation

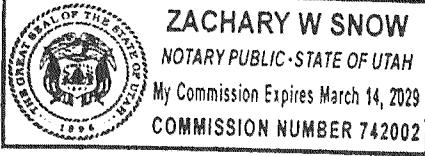
By: Zachary Snow

Name: Maureen Burbidge

Its: Maureen Burbidge

STATE OF UTAH )  
) ss.  
COUNTY OF Utah )

On the 13 day of July, 2025, personally appeared before me Maureen Burbidge, who by me being duly sworn, did say that he/she is a duly elected member of the Board of Directors of the Springbrook Villas Condominiums Owners Association, Inc., who upon oath did swear that he/she is authorized to sign the foregoing document, and acknowledged to me that he/she signed the same of his/her own free act and deed.

Notary Public

**SPRINGBROOK VILLAS CONDOMINIUMS  
OWNERS ASSOCIATION, INC.**

a Utah nonprofit corporation Spencer Oldham

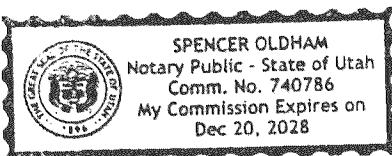
By: Paul DeWitt

Name: Paul DeWitt

Its: Paul DeWitt

STATE OF UTAH )  
) ss.  
COUNTY OF Utah )

On the 16 day of June, 2025, personally appeared before me Paul DeWitt, who by me being duly sworn, did say that he/she is a duly elected member of the Board of Directors of the Springbrook Villas Condominiums Owners Association, Inc., who upon oath did swear that he/she is authorized to sign the foregoing document, and acknowledged to me that he/she signed the same of his/her own free act and deed.

Notary Public

SPRINGBROOK VILLAS CONDOMINIUMS  
OWNERS ASSOCIATION, INC.  
a Utah nonprofit corporation

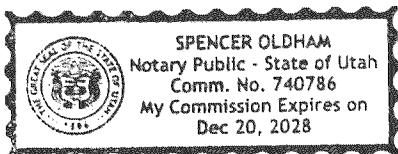
By: Spencer Oldham

Name: Daniel L. Bachler

Its: Daniel L. Bachler

STATE OF UTAH )  
) ss.  
COUNTY OF Utah )

On the 16 day of June, 2025, personally appeared before  
me Daniel Bachler, who by me being duly sworn, did say  
that he/she is a duly elected member of the Board of Directors of the Springbrook Villas  
Condominiums Owners Association, Inc., who upon oath did swear that he/she is  
authorized to sign the foregoing document, and acknowledged to me that he/she signed  
the same of his/her own free act and deed.



Spencer Oldham  
Notary Public

SPRINGBROOK VILLAS CONDOMINIUMS  
OWNERS ASSOCIATION, INC.  
a Utah nonprofit corporation

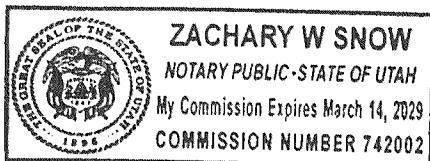
By: Zachary Snow

Name: Robert G. Willis

Its: Robert G. Willis

STATE OF UTAH )  
) ss.  
COUNTY OF Utah )

On the 13 day of June, 2025, personally appeared before  
me Robert Willis, who by me being duly sworn, did say  
that he/she is a duly elected member of the Board of Directors of the Springbrook Villas  
Condominiums Owners Association, Inc., who upon oath did swear that he/she is  
authorized to sign the foregoing document, and acknowledged to me that he/she signed  
the same of his/her own free act and deed.



Zachary W. Snow  
Notary Public

SPRINGBROOK VILLAS CONDOMINIUMS  
OWNERS ASSOCIATION, INC.

a Utah nonprofit corporation

By: Ty Curtis

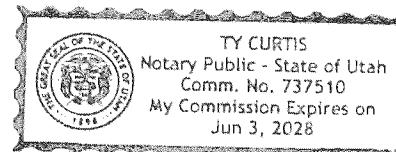
Name: Diane Gent

Its: Diane Gent

STATE OF UTAH )  
COUNTY OF Utah ) ss.

On the 16 day of June, 2025, personally appeared before  
me Diane Gent, who by me being duly sworn, did say  
that he/she is a duly elected member of the Board of Directors of the Springbrook Villas  
Condominiums Owners Association, Inc., who upon oath did swear that he/she is  
authorized to sign the foregoing document, and acknowledged to me that he/she signed  
the same of his/her own free act and deed.

Ty Curtis  
Notary Public



**EXHIBIT A**  
Legal Description

All property located in the **Springbrook Villas Condominium** project, including the following plat maps and parcels:

All of Springbrook Villas Condominiums Plat A  
Parcel Numbers: 66:137:0001 through 66:137:0065

All of Springbrook Villas Condominiums Plat C  
Parcel Numbers: 66:274:0065 through 66:274:0073

All of Springbrook Villas Condominiums Plat D  
Parcel Numbers: 66:282:0073 through 66:282:0079

All of Springbrook Villas Condominiums Plat E  
Parcel Numbers: 66:283:0079 through 66:283:0087

All of Springbrook Villas Condominiums Plat F  
Parcel Numbers: 66:284:0087 through 66:284:0095

All of Springbrook Villas Condominiums Plat G  
Parcel Numbers: 66:285:0095 through 66:285:0103

All of Springbrook Villas Condominiums Plat H  
Parcel Numbers: 66:286:0103 through 66:286:0111

All of Springbrook Villas Condominiums Plat I  
Parcel Numbers: 66:287:0111 through 66:287:0119

All of Springbrook Villas Condominiums Plat J  
Parcel Numbers: 66:288:0119 through 66:288:0127