

**FIRST AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OF EASTVIEW CONDOMINIUMS**

THIS FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF EASTVIEW CONDOMINIUMS is made and executed on the date set forth below and shall be effective upon recording in the Utah County Recorder's Office.

**RECITALS**

A. Whereas, the original Declaration of Condominium of "Eastview" Condominiums was recorded in the office of the Utah County Recorder on May 16, 1990 in book 2690 page 75 as Entry No. 15441 (the "Declaration").

B. Whereas, the Declaration has three supplements, each of which expanded the Condominium Project. These supplements are each recorded in the office of the Utah County Recorder as follows: the supplement to Phase 1 and 3 was recorded on February 20, 1991 as Entry No. 6631; the supplement to Phase 1, 2, and 3 was recorded on May 29, 1991 as Entry No. 20074; and the supplement to Phase 1, 2, 3, 4, and 5 was recorded on May 4, 1992 as Entry No. 21662.

C. The articles and sections of the Declaration that are unaffected by this First Amendment shall remain valid.

D. Whereas, pursuant to Article 3 Section 24 of the Declaration, this First Amendment to the Declaration has been duly adopted by the affirmative vote or written consent, or combination thereof, of Owners holding at least two-thirds (2/3) of the undivided ownership interest in the Common Areas and Facilities;

E. Now therefore, the Association hereby amends the Declaration as follows:

**AMENDMENT**

**Part One**

Article 1, Section 12 of the Declaration is hereby revised and amended to read as follows:

**12. Limited Common Areas and Facilities or Limited Common Areas** shall mean those Common Areas designated in the Declaration and shown on the Map as reserved for use of certain Unit or Units to the exclusion of other Units, as well as any improvements or landscaping built, constructed, erected, installed, placed, or located thereon, either by the original builder of the Unit or any subsequent Owner of the Unit. Such improvements or landscaping qualifying as "Limited Common Areas and Facilities" or "Limited Common Areas" includes, without limitation, any driveways, parking areas, porches, patios,

decks, lanais, awnings, pergolas, posts, beams, joists, archways, entryways, fountains, ponds, waterfalls, retaining walls, stairwells, fences, fire pits, gazebos, sheds, outbuildings, outdoor living spaces, walkways, pathways, sprinklers, irrigation systems, hot tubs, play structures, play equipment, sheds, storage facilities, pools, flower or other landscaping beds, trees, shrubs, flowers, and lawns. Limited Common Areas include the two parking spaces specifically assigned for the exclusive use of the individual Unit Owners.

## **Part Two**

Article 3, Section 11 of the Declaration is hereby revised and amended to read as follows:

**11. Maintenance of Limited Common Areas.** Each Owner shall keep the Limited Common Areas designed for use in connection with the owner's Unit in a clean, sanitary, and attractive condition at all times, except for the maintenance, repair and replacement of the driveways (two designated parking spaces), which shall be the responsibility of the Association. The owners' maintenance obligations include, without limitation, the maintenance, repair and replacement of any improvement or landscaping that was built, constructed, erected, installed, placed or located on the Limited Common Areas, including, without limitation, non-driveway parking areas, porches, patios, decks, lanais, awnings, pergolas, posts, beams, joists, archways, entryways, fountains, ponds, waterfalls, retaining walls, stairwells, fences, fire pits, gazebos, sheds, outbuildings, outdoor living spaces, walkways, pathways, sprinklers, irrigation systems, swimming pools, hot tubs, play structures, play equipment, sport courts, basketball hoops, sheds, storage facilities, flower or other landscaping beds, trees, shrubs, flowers, and lawns. Maintenance also includes routine yard, lawn, flower, shrubbery, and tree care.

## **Part Three**

Article 3, Section 21(b) of the Declaration is hereby revised and amended to read as follows:

### **21. Use of Condominium.**

#### **(b) Restriction Concerning Common Areas.**

(i) There shall be no obstruction placed, erected, constructed, or left on the Common Areas, including the Limited Common Areas, by the Owners, their tenants, guests, or invitees without the prior written consent of the Management Committee. The Management Committee may by rules and regulations prohibit or limit the use of the Common Areas, including the Limited Common Areas, as may be reasonably necessary for protecting the interests of all the Owners or protecting the Units or the Common Area. Nothing shall be kept or stored on any part of the Common Areas, including the Limited Common Areas, without the prior written consent of the Management Committee, except as specifically provided herein, or as may be provided in Rules, Regulations, or architectural or landscaping guidelines adopted by the Management Committee. Nothing shall be altered on, constructed in, erected in, or removed from the Common Areas, except upon consent of the Management Committee.

(ii) No building, driveways, parking areas, porches, patios, decks, lanais, awnings, pergolas, posts, beams, joists, archways, entryways, fountains, ponds, waterfalls, retaining walls, stairwells, fences, fire pits, gazebos, sheds, outbuildings, outdoor living spaces, walkways, pathways, sprinklers, irrigation systems, swimming pools, hot tubs, play structures, play equipment, sport courts, basketball hoops, sheds, storage facilities, or other structure of any type, or landscaping, including flower or other landscaping beds, trees, shrubs, flowers, and lawns, shall be commenced, erected or maintained upon the Common Areas, including, without limitation, the Limited Common Area backyards, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature,

kind, shape, height, materials, soils tests, and location by site plan of the same shall have been submitted to and approved in writing by the Management Committee. The Management Committee's written approval shall be as to the quality of workmanship and materials planned and for conformity and harmony of external design and location in relation to surrounding structures and topography, building setback restrictions, and finish grade elevations. All plans shall also comply with all state, county, and/or local codes and regulations.

(iii) In order to facilitate Management Committee approval, the Management Committee may adopt architectural guidelines, landscaping guidelines, approved material lists, or any other rules, regulations, procedures, protocols, or guidelines for acceptable uses, structures, materials, and alterations of the Common Areas. A copy of any guidelines, rules, regulations, procedures, or protocols, as well as any amendments thereto, shall be distributed to each Unit Owner.

(iv) In accordance with the provisions of Section 22(5) of this Declaration, for the purposes of insurance coverage of any building or structure of any type or landscaping or other alteration of the Limited Common Area by a Unit Owner, including the Limited Common Area backyards, any such building, structure, landscaping or other alteration shall be considered the personal property of the Unit Owner with exclusive use rights of the Limited Common Area. Therefore, the Unit Owner, and not the Association, shall be responsible to insure the building, structure, landscaping or other alteration of the Limited Common Area, including the Limited Common Area backyard, in accordance with the provisions of Section 22(5) of this Declaration and any other provisions of this Declaration.

#### **Part Four**

The following subsection, (c), is hereby added to Article 3, Section 21 of the Declaration. The current subsection letter heading for (c) shall be changed to (d), and all following subsection letter headings be changed accordingly (from (d)-(g) to now be (e)-(h)). Subsection (c) shall read as follows:

#### **21. Use of Condominium.**

##### **(c) Restriction Concerning Rentals.**

(1) **No Leasing.** Owners may not lease or rent their Units or any part thereof.

(2) **Temporary Exceptions for Hardship.** Notwithstanding subsection (c)(1), above, a Unit Owner may submit a request to the Management Committee for a temporary exception permitting him or her to rent part of his or her Unit to short-term renters. To qualify for a temporary exception, the Owner must demonstrate to the Management Committee an imminent financial need for the short-term rentals. After written approval from the Management Committee, the Unit Owner may rent part of his or her Unit up to a specified date determined by the Management Committee. All short-term rentals must adhere to the following:

(i) the Unit Owner must continue to occupy his or her Unit while a portion of it is rented;

(ii) The Unit may not be rented for any term exceeding two weeks.

(3) **Exemptions from Leasing Restrictions.** The following shall be exempt from the leasing restriction set forth in (1) and (2) of this subsection. These exemptions are provided by Utah Code § 57-8-10.1.

(i) A Unit Owner in the military for the period of the Unit Owner's deployment.

(ii) A Unit occupied by a Unit Owner's parents, spouse, children, siblings, grandchildren, aunts, uncles, nieces, and/or nephews.

(iii) A Unit Owner whose employer has relocated the Unit Owner for two years or less.

(iv) A Unit owned by an entity that is occupied by an individual who;  
 (A) has voting rights under the entity's organizing documents; and  
 (B) has a 25% or greater share of ownership, control, and right to profits and losses of the entity.

(v) 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:  
 (A) a current resident of the unit; or  
 (B) the parent, spouse, child, or sibling of the current resident of the unit.

(vi) Any other Unit owner who receives prior written authorization from the Management Committee to rent his or her Unit based on a hardship that the Management Committee, in its sole discretion, deems sufficient justification to allow an exemption.

**(4) Rules for Leases When Exemptions Occur.** The following rules shall apply to all leases that are created according to subsections (c)(2) and (c)(3) above.

(i) Any lease agreement shall provide that the terms of such lease are subject in all respects to the provisions of this Declaration, the Articles, and the Bylaws and that any failure by the lessee to comply with the terms of such documents shall be in 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 the Unit shall be responsible for assuring compliance by such Owner's lessee with this Declaration, the Articles, Bylaws and Association.

(ii) All leases shall be in writing.

(iii) Within seven days of entering a lease, the Owner shall provide to the Management Committee in writing each of the following:

- (A) the names(s) of all tenants listed in the lease;
- (B) the date the lease period begins or began;
- (C) the contracted termination date of the lease;
- (D) a current telephone number and mailing address for the Owner;
- (E) a current email address for the Owner.

The Owner shall notify the Management Committee in writing of termination of any lease within seven days of such termination. Any Owner who is leasing the Unit at the time this Declaration is recorded with the Utah County Recorder's Office shall provide the information required herein within seven days.

(iv) Notwithstanding the provisions of this subsection, any Unit Owner that is leasing the Unit at the time this Declaration is recorded with the Utah County Recorder's Office shall be permitted to continue to lease out the Unit until 1) the Owner occupies the Unit, in entirety or less than the

entire Unit, or 2) an officer, owner, member, trustee, beneficiary, director, or person holding a similar position of ownership or control of an entity or trust that holds an ownership interest in the unit, occupies the Unit, in entirety or less than the entire Unit. This right to lease shall not survive a transfer of the Unit. Any Owner permitted to continue a lease under these circumstances is subject to subsection (c)(4), above, and must provide the information required under all of (4), according to (4)(iii).

\*\*\*\*End of Amendment\*\*\*\*

Pursuant to Article 3 Section 24 of the Declaration, this First Amendment to the Declaration has been duly adopted by the affirmative vote or written consent, or combination thereof, of Owners holding at least two-thirds (2/3) of the undivided ownership interest in the Common Areas and Facilities. Wherefore, the Eastview Condominium Association, by and through its Management Committee, hereby executes this amendment as follows.

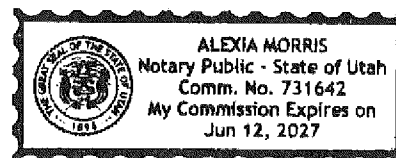
Eastview Condominium Association, Inc.

Renee Tueller  
By: Renee Tueller  
Its: HOA President.

STATE OF UTAH )  
 )  
County of Utah ) :ss

On this 1 day of July, 2025, before me, a notary public, the above signatory personally appeared, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he or she executed the same.

Alexia Morris  
Notary Public for Utah



**PROPERTY DESCRIPTION**

ALL OF EASTVIEW CONDOMINIUMS, INCLUDING:

UNITS 3 THROUGH 5, PHASE I, EASTVIEW CONDOMINIUMS;  
UNIT 9, PHASE I, EASTVIEW CONDOMINIUMS  
UNITS 1 THROUGH 5, PHASE II, EASTVIEW CONDOMINIUMS;  
UNITS 1 THROUGH 5, PHASE III, EASTVIEW CONDOMINIUMS;  
UNITS 1 THROUGH 5, PHASE IV, EASTVIEW CONDOMINIUMS;  
UNITS 1 THROUGH 5, PHASE V, EASTVIEW CONDOMINIUMS;  
UNITS 1 THROUGH 4, PHASE VI, EASTVIEW CONDOMINIUMS;  
STREET EASTVIEW CONDO PHASE VI

Parcels 38:113:0003 through 38:113:0005; 38:113:0009; 38:126:0001 through 38:126:0005;  
38:129:0001 through 38:129:0005; 38:142:0001 through 38:142:0005; 38:143:0001 through  
38:143:0005; 38:158:0001 through 38:158:0004; 38:158:0500