

Dated 1 June 2015

Entry No. 348727 RESTRICTIVE COVENANT
07/30/2015 01:04:29 PM P. 1258 B. 0331 Pages: 21
FEE \$50.00 BY EAGLE ESTATES OWNERS ASSO
Chad Montgomery, Box Elder County Recorder



WHEN RECORDED RETURN TO:

EAGLE ESTATES OWNERS ASSO.
c/o Welch Randall
5300 So. ADAMS AV. Suite 8
Ogden, UT 84405

AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS and BYLAWS

**FOR
EAGLE ESTATES
OWNERS
ASSOCIATION**

This Amendment to Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Eagle Estates Owners Association (the "Amendment") is made and executed by the Eagle Estates Owners Association of 725 East Brigham City, Utah (the "Association").

RECITALS

- A. The Amendment to Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Eagle Estates Owners Association was recorded in the office of the County Recorder of Box Elder County, Utah on January 6, 1992 as Entry No. 41545 in Book 512 at Page 635 of the official records (the "Declaration").
- B. This document affects the real property located in Box Elder County, Utah, described with particularity on Exhibit A," attached hereto and incorporated herein by this reference (the "Property").
- C. All of the voting requirements to amend the Declaration have been satisfied. Copies of the Vote Tally and Ballots are attached hereto as Exhibit "B," and incorporated herein by this reference.
- D. The Association is the managing agent of the Owners of the Property.
- E. The Association desires to change Article X (Use Restrictions) of the Declaration to add Section 19 (Rental Restrictions).

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Unit Owners thereof, the Association

Dated 1 June 2015

Article X Use Restrictions of the Declaration is hereby amended to add the following provisions:

Section 19 Rental At least 16 of the 18 Units must be Owner-Occupied at all times. The Board of Directors may allow up to 3 of the Units to be leased, rented or occupied by Non-Owner Occupants (collectively "Non-Owner Occupancy").

a. Purpose. The purpose of the rental restrictions is to allow the Association to:

1. Protect the equity of the individual property owners at the Property; and
2. Carry out the purpose for which the Property was formed by preserving the character of the Property as a homogeneous residential community of predominantly owner-occupied Units and by preventing the Property from assuming the character of an apartment, renter-occupied complex; and
3. Comply with the eligibility, requirements for financing in the primary and secondary mortgage market insofar as such criteria provide that the Property be substantially owner-occupied, the leasing of more than 17% of the Units shall be prohibited. Exceptions may be granted in the case of undue hardship as that term is defined below.

For use herein the terms renter, tenant or lessee shall mean and include any person who is a Non-Owner Occupant of a Unit for more than 3 consecutive weeks or a total of 12 weeks in any 12 month period.

b. Initial Occupancy Requirement. Each Unit must be Owner occupied for two years following the date of purchase.

c. Definition of Owner-Occupied. The term "Owner Occupied" shall mean a Unit occupied by one of the following:

1. The Owner of record as shown in the Office of the Salt Lake County Recorder; or
2. The spouse, son, daughter, father or mother of the Owner of record or
3. The shareholder, partner, member, trustor, beneficiary or other legal representative of an institutional owner, such as a corporation, partnership, limited liability company or trust, provided, such person holds a beneficial interest in such legal entity of at least 50%, and/or his or her spouse, children or parents.

d. Application for Non-Owner Occupancy of Unit. Any Owner who intends to have Non-Owner Occupancy must submit a written application to the Board of Directors requesting permission to do so, which consent shall not be unreasonably

Dated 1 June 2015

withheld so long as at least 16 of the Units in the Project are Owner-Occupied.

- e. **Undue Hardship.** Priority shall be given to requests for leave to have a Non-Owner Occupant occupy a Unit in order to avoid undue hardship on an Owner.,,. Also, in the event of hardship the Board of Directors may but are not obligated to increase the number of Non-Owner Occupied Units to 3. By way of illustration and not by limitations, examples of circumstances which would constitute undue hardship are those in which:
1. An Owner must relocate his or her residence and cannot, within 90 days from the date the Unit was placed on the market, sell the Unit while offering it for sale at a reasonable price' no greater than its current appraised market value;
 2. The Owner dies and the Unit is being administered by his or her estate;
 3. The Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit; and
 4. The Unit is to be leased to a member of the Owner's immediate family, which shall include his or her children or parents.
- f. **Application for Hardship Exception.** Any Owner who believes that he or she must have his or her Unit Non-Owner Occupied in order to avoid undue hardship shall submit a written application to the Board of Directors setting forth the circumstances necessitating the Non Owner Occupancy and such other information as the Board of Directors may reasonably require.
- g. **Approval of Hardship Application.** Those Owners who have demonstrated that the inability to have Non-Owner Occupancy would result in undue hardship and have obtained the requisite written approval of the Board of Directors may have Non-Owner Occupancy for such duration as the Board of Directors reasonably determines is necessary to prevent undue hardship.
- h. **Written Approval Required.** No Unit may be Non-Owner Occupied without the prior express written consent of the Board of Directors.
- i. **Copy.** A copy of Signed Lease Agreement or Rental Agreement to be Provided to Board of Directors. When a Lease Agreement or Rental Agreement is approved, a copy signed by the Renter and Owner must be submitted to the Board of Directors within IO days after it has been signed by both parties.

Dated 1 June 2015

j. Minimum Percent of Ownership. No person may own less than twenty-five percent 25% of a Unit.

k. Grandfather Clause. Anything to the contrary notwithstanding, the foregoing restrictions shall not apply to the following Units which are currently being rented (the 'Grandfathered Units'):

Unit Address	Owner
760 S 725 E	Robert Gray

1. The Grandfathered Units may continue to be Non- Owner Occupied without restriction for so long as record title to said Units remains vested in the name of the respective Owner(s) thereof (the "Grandfathered Owner(s)").

2. The term "Grandfathered Owner" shall include a succeeding "Trust" or other "Person" (i.e., natural person, corporation, partnership, limited liability company, trust or other legal entity) (the "Qualified Successor Owner(s)") in which the Grandfathered Owner or such Owner's spouse, son, daughter, father or mother holds a beneficial interest in such Qualified Successor Owner of at least fifty percent (50%).

3. Upon the conveyance of the Grandfathered Unit by the Grandfathered Owner or Qualified Successor Owner, the said Unit shall immediately become subject to the restrictions set forth above.

Section 20 Rental Rules and Regulations. The Board of Directors shall have the power to make and enforce reasonable rules and regulations and to fine or sanction violators, in accordance with the Declaration and Bylaws, in order to enforce the provisions of this section. Any transaction which does not comply with this section shall be voidable at the option of the Board of Directors.

a. **Leases Subject to Property Documents.** Any lease agreement or rental agreement (collectively "lease") between an Owner and lessee, renter or tenant shall be subject in all respects to the provisions of the Declaration, Bylaws, Rules, Regulations, and Articles, and any failure by the lessee, renter or tenant to comply with the terms of such governing documents shall be considered a material default under the lease.

b. Leases Must Be In Writing. All such lease agreements must be in writing.

Dated 1 June 2015

- c. Owner Responsible for Renters.** An Owner shall be responsible and liable for any damage to the Property caused by his or her lessee, renter or tenant.
- d. Minimum Lease Terms.** All leases shall be for an initial minimum term of 12 months.
- e. Annual Lease Limit.** No Unit maybe leased more than 1 time during any 12 month period without Board of Director approval.
- f. Owner-Occupation and Joint Value Agreement.** By accepting title to a Unit, each Owner (for himself or herself and for his heirs, successors-in-title and assigns) understands, accepts and agrees that this Property is intended to be an owner-occupied subdivision and that "churning" the excessive buying and selling of real estate, in the market or second home ownership has, or may have, an adverse affect upon this stated purpose of the Property; therefore, each Owner covenants and agrees that \$25,000.00 shall be paid to the Association if the Owner sells the Unit within the first year of ownership, unless such payment is waived by the Board of Directors based upon a hardship of the Owner.
- g. Impact Fee.** Each Owner must pay an impact fee in an amount to be determined by .the Board of Directors each time his or her Unit is leased.
- h. Assignment of Rents.** If an Owner who is leasing his or her Unit fails to pay any assessment for a period of more than 60 days after it is due and payable, the Board of Directors may demand that the lessee, renter or tenant pay to the Association all future rents due the Owner, commencing with the next monthly or other periodic payment, until the amount due to the Association is paid; provided, however, the Board of Directors shall give the Owner prior written notice of its intent to demand full payment from the lessee, renter or tenant.

 1. In the event of any conflict, incongruity or inconsistency with the provisions of Article 7 (Leases) of the Declaration, the provisions of this Amendment shall in all respects govern and control.
 2. The effective date of this Amendment is the date it is recorded in the office of the County Recorder of Brigham City Utah.

Dated 1 June 2015

hereby executes this Amendment for and on behalf of and for the benefit of all of the Unit Owners.

IN WITNESS WHEREOF, the Association has executed this instrument the _____ day of _____, 2015.

EAGLE ESTATES HOMEOWNERS ASSOCIATION

By: Charles Kimball

Title: Eagle Estates Owners Association President

STATE OF UTAH)
)ss:

COUNTY OF BOX ELDER)

On the 30th day of July, 2015, personally appeared before Charles Kimball Who by me being duly sworn, did say that s/he is the President of the Eagle Estates Homeowners Association and that the within and foregoing instrument was signed in behalf of said Association by authority a resoh,1tion of its ,Board of Directors, and said Charles Kimball duly acknowledged to me that said Association executed the same.

Marla R. Young
Commission Expires 08/02/2017

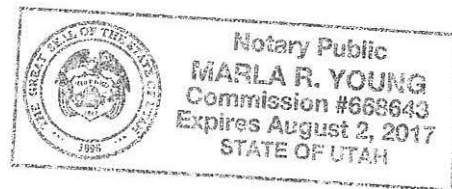


Exhibit 'A'

Eagle Estates Owners Association Box Elder County, Utah Property Description:

A part of the Northwest Quarter of Section 30, Township 9 North, Range 1 West of the Salt Lake Base and Meridian. Beginning at a point on the South right-of-way line of 700 South Street located North 89 degrees 30'00" East along the North line of said Quarter Section 409.83 feet and South 00 degrees 30'00" East 16.50 feet from the Northwest corner of said Northwest Quarter and running thence South 00 degrees 19'30" East along an existing fence line 510.54 feet; thence South 89 degrees 47'14" West 281.05 feet; thence North 00 degrees 26'32" West 515.19 feet to said South right-of-way line; thence along said right-of-way line the following two (2) courses, to the left along the arc of a 218.20 foot radius curve, a distance of 51.51 feet, chord bears South 83 degrees 47'21" East 51.39 feet; thence North 89 degrees 30'00" East 231.05 feet to the point of beginning. Containing 3.296 acres.