

AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

This Amendment to the Declaration of Covenants, Conditions and Restrictions (“Declaration”) that established a planned residential community known as Pointe Meadow is executed on the date set forth below by the Pointe Meadow Master Association (“Association”) having received the necessary approvals of the homeowners and the City of Lehi.

**RECITALS:**

- A. Certain real property in Utah County, Utah, known as Pointe Meadow was subjected to certain covenants, conditions, and restrictions pursuant to a Declaration recorded March 10, 2003, as Entry No. 34926:2003, records of Utah County, Utah;
- B. This amendment shall be binding against the property described in EXHIBIT A and the Declaration and any annexation or supplement thereto;
- C. This amendment is intended to prevent higher insurance rates, higher mortgage rates or the inability to obtain a mortgage, lower property values, higher crime rates and a higher rate of rules and covenants violations, which are associated with communities
- D. The Association deems a rental notification is in the best interest of the owners, their health, safety and welfare and necessary to preserve the pool of prospective buyers by preserving the aesthetic appeal of the community and ensuring competitive appreciation of the Lots.
- E. Pursuant to Article XVII, Section 17.5, owners representing more than 2/3 of the Class A Membership and the City have approved this Amendment. The Association has written approval from the City in their records;

NOW, THEREFORE, the Association, by and through its Board of Trustees, hereby amends the Declaration as follows:

Article XI of the Declaration is hereby amended to add Section 11.17, Leases/Rentals:

11.17 Leases/Rentals. Notwithstanding anything to the contrary contained in the Declaration, the leasing or renting of any Lot within the Project shall be governed by this Section. “Lease” or “rent” shall mean allowing another the right to occupy the Lot in exchange for something of value.

- (a) Rental Notification Responsibility. An owner who leases or rents an entire Lot (renting individual rooms is not permitted) must notify the Home Owners Association of the rental or lease giving the name and phone number of those renting/leasing.
  - (i) Owner must confirm in writing to the Home Owners Association that the renters or lessors have received a copy of the Declaration of Covenants, Conditions and

Restrictions and Community Bylaws within thirty (30) days of the rental or lease agreement being signed or within 10 days of move-in.

- (ii) Owner is responsible for compliance with the Declaration of Covenants, Conditions and Restrictions and Community Bylaws for all rented or leased property. It is the Owner's responsibility to make sure that the renters or lessors follow the Declaration of Covenants, Conditions and Restrictions and Community Bylaws.
- (iii) The Homeowners Association shall address violations of the Declaration of Covenants, Conditions and Restrictions and Community Bylaws to both the renter/lessor and the Owner. It is the Owner's responsibility to bring their property into compliance of the Declaration of Covenants, Conditions and Restrictions and Community Bylaws.
- (iv) Fines will be assessed to the Owner. It is recommended that Owners whose renters/lessors have more than two violations that are repeated or are uncorrected should ask their renters/lessors to vacate the property.

(b) Grandfather Clause. As of the date of recording of this amendment, any Owner that is currently renting or leasing a Lot ("Grandfathered Owner") shall have until 45 days from adoption of this amendment to provide the Homeowner's Association with proof that current renters/lessors have received a copy of the Declaration of Covenants, Conditions and Restrictions and Community Bylaws.

Article XVII, Section 17.5 of the Declaration shall be amended to remove the City approval requirement for amendments.

IN WITNESS WHEREOF, the Association, by and through its Board, has executed this Amendment to the Declaration as of the \_\_\_ day of \_\_\_\_\_, 2010, in accordance with Article XI of the Declaration.

STATE OF UTAH     )  
  :SS.  
County of Utah     )

On the \_\_\_ day of , 2010, personally appeared and who, being first duly sworn, did that say that they are the President and Secretary of the Association and that the seal affixed to the foregoing instrument is the seal of said Association and that said instrument was signed and sealed in behalf of said Association by authority of its Board; and each of them acknowledged said instrument to be their voluntary act and deed.

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Notary Public for Utah