

After Recording Return To:
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5200 S. Highland Drive, Suite 303
Holladay, UT 84117

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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
S DEUCORP
90 E 7200 S #200
MIDVALE UT 84047
BY: GGA, DEBILITY - MA & P.

**THIRD AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This Third Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions is executed on the date set forth below by Lost Canyon Estates Home Owners Association, Inc. (the "Association") having received the necessary approvals.

RECITALS

A. Certain real property in Salt Lake County, Utah, known as Lost Canyon Estates Subdivision, was subjected to covenants, conditions, and restrictions pursuant to an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Lost Canyon Estates Subdivision (the "Declaration"), which included the Bylaws of Lost Canyon Estates Home Owners Association, Inc. (the "Bylaws") as Exhibit B and which was recorded in the Salt Lake County Recorder's office on August 1, 2006, as Entry No. 9798358 (the Declaration and Bylaws are collectively referred to as the "Governing Documents");

B. An amendment to the Bylaws was recorded on April 19, 2007 as Entry No. 10071372 in the Salt Lake County Recorder's office (the "First Amendment");

C. An amendment to the Declaration was recorded on April 22, 2015 as Entry No. 12035540 in the Salt Lake County Recorder's office (the "Second Amendment");

D. This amendment shall be the "Third Amendment" to the Governing Documents and as such shall be binding against the property described in EXHIBIT A and the Declaration and any annexation or supplement thereto;

E. This Third Amendment is intended to eliminate a requirement that all construction be completed prior to December 31, 2009, to provide for rental restrictions, and address restrictions as to Solar Panel installation;

F. This Third Amendment is further intended to provide the Association with powers that will enable it to obtain reasonable assurances that Owners properly obtain insurance as required by Section 10.5;

G. Pursuant to Article XI, Section 11.2 of the Declaration, the Management Committee certifies that a majority of the Lots have approved of this Amendment;

NOW, THEREFORE, the Association hereby amends the Declaration as follows:

The second sentence of Article III, Section 3.5 of the Declaration, which reads, "Residential

construction on all Lots shall be completed by December 31, 2009,” shall be deleted. All other portions of Section 3.5 shall remain the same.

Article III of the Declaration shall be amended to include an additional section, Section 3.26, which shall read as follows:

Section 3.26: Solar Panels.

The installation of solar panels on a Residence or other structure is allowed only upon written approval of the Management Committee. However, anything in this Declaration to the contrary notwithstanding, the Management Committee may not require that an Owner install the proposed solar panel system in such a way that would result in a decrease of 5% or more of the solar panel system's production or that would increase the solar panel system's installation costs by 5% or more. Any approved installation must comply with the following architectural guidelines:

- (a) solar panels must lie flat against the roof in a uniform manner that does not differ in pitch;
- (b) no part of the installation should be visible above the peak of the roof on which it is mounted, or extend beyond the perimeter of the roof section to which it is mounted, or be visible from the front view of home as viewed from the street curb;
- (c) solar panels must be similar in shade and color to the roof surface on which they are mounted; use of solar panels in contrasting or vivid colors is not allowed;
- (d) installation must follow industry standards and be performed by a licensed professional;
- (e) upon the expiration of the life cycle of an allowed solar panel installation, the panels must be replaced or removed from the roof, and if removed, the roof restored to its original state of construction or better.

Should adherence to any or all of the above-listed architectural guidelines result in a 5% or more increase in installation costs or a 5% or more decrease in production, such Owner shall be permitted an exception to such guideline(s) as required by Utah law.

Article III of the Declaration shall be amended to include an additional section, Section 3.27, which shall read as follows:

Section 3.27: Rental Restriction.

Leasing of a Lot or Lots shall be subject to the following restrictions:

- (a) Single Family. Lots may be rented only to a single family. Dormitory, hostel, hotel, or nightly rentals such as VRBO or Airbnb are strictly prohibited.

(b) Applicability of Project Documents. All leases and lessees shall be subject to the provisions of the Declaration, Bylaws, and rules and regulations ("Project Documents"). Any Owner who leases their Lot shall be responsible for assuring the occupants' compliance with the Project Documents.

(c) Leasing. Leasing of Lots shall comply with this Section 3.27. "Leasing" means granting the right to use or occupy a Lot to a non-owner while no Owner occupies the Lot as their primary residence. Lots owned by business entities shall be considered leased regardless of who occupies the Lot. No Owner shall lease less than the entire Lot.

(d) Lease Limit. No more than 15% of Lots - including Grandfathered Lots (as defined below) and hardship exempt Lots - may be leased at any given time (the "Lease Limit").

(e) Initial Lease Term. The initial lease term shall be a six-month minimum.

(f) Hardship Exemptions. Notwithstanding the above, in order to avoid undue hardships or practical difficulties, the Management Committee shall allow the following exemptions to the Lease Limit in such cases as:

1. an Owner is in the military for the period of Owner's deployment;
2. a Lot is occupied by an Owner's parent, child, or sibling;
3. an Owner whose employer has relocated the Owner for (2) two years or less,
4. a Lot 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 rights to profits and losses of the entity;
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:
 - a) The estate of a current resident of the Lot; or
 - b) the parent, child, or sibling of the current resident of the Lot.

(g) Intent. Notwithstanding the hardship exceptions and the grandfathering exception set forth in this Section, it is the intent and desire of the Association to consist solely of owner-occupied Lots with a maximum of 15% of Lots being rented. Consequently, all decisions of the Management Committee with respect to the implementation of the Lease Limit shall be made, to the extent reasonable, to fulfill this intent and desire.

(h) Rules to Enforce this Section. The Management Committee has the power to and shall create rules to establish procedures to (1) determine and track the number of

leases and Lots in the Project subject to the hardship exemption provision and grandfathered lot provision herein, and (2) ensure consistent administration of the Lease Limit and any other rental restrictions imposed by this Declaration. Nothing herein shall be construed to limit or abridge the Management Committee's general power to pass rules.

(i) Violations of Rental Restrictions. If an Owner leases their Lot in violation of the provisions of this Section, or in violation of the rules referred to herein, the Management Committee may assess fines against the Owner and the Lot in an amount to be determined by the Management Committee by rule. Regardless of whether any fines have been imposed, the Management Committee may seek any other available legal or equitable remedies, including but not limited to, an action to terminate the rental or lease agreement and evict the occupant(s).

(j) Failure to Take Legal Action. Failure by an Owner to take legal action against their occupant who is in violation of the Project Documents within ten (10) days after delivery of written demand to so do from the Management Committee, shall entitle the Association to take any and all action for and in behalf of said Owner, including the institution of legal proceedings on behalf of such Owner against his or her occupant for eviction, injunctive relief or damages. Neither the Association nor any agents shall be liable to the Owner or occupant for any legal action commenced under this Section that is made in good faith. The Owner hereby appoints the Management Committee as his or her attorney in fact to take any action authorized by this provision as if the Owner was performing it.

(k) Recovery of Costs and Attorney Fees; Owner Liable. The Association shall be entitled to recover from the offending Owner its costs and attorney's fees incurred for enforcement of this Section, regardless of whether any lawsuit or other action is commenced. The Association may assess such costs and attorney's fees against the Owner and the Lot as an assessment pursuant to this Declaration. Additionally, the Owner shall be liable for all fines, assessments, or other penalties levied due to violations of their tenant or occupant. The Owner shall be personally liable for any violations caused by their tenant or occupant. Any assessments, fines or penalties levied under this Section shall be collectible as an assessment.

(l) Grandfathered Lots. Lots being leased on the date this Amendment was recorded shall be exempt from the Lease Limit ("Grandfathered Lots") until:

1. The Lot Owner occupies the Lot;
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 Lot, occupies the Lot; or
3. The Lot is transferred (as such is defined in Utah Code Ann. § 57-8a-209(3), as the same may be amended from time to time).

With the exception of the Lease Limit, Grandfathered Lots shall comply with all other

provisions of this Section, including the initial lease term. Grandfathered Lots shall be subject to the remedies authorized in this Section for failure to comply with the restrictions herein.

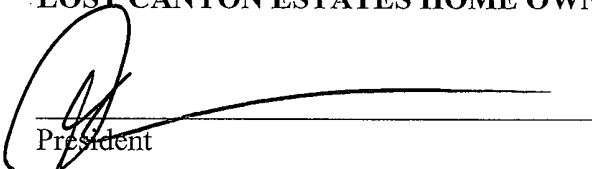
Article X, Section 10.5 of the Declaration shall be amended and replaced in its entirety to read as follows:

Section 10.5: Hazard Insurance on Improved Lots.

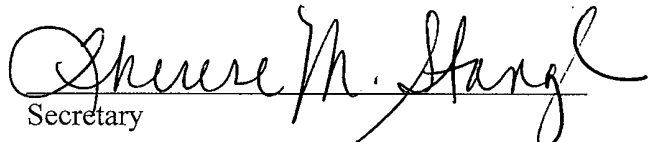
Each Owner of an improved Lot at all times shall maintain fire and extended coverage insurance or other appropriate damage and physical loss insurance, in the amount equal to not less than one hundred percent (100%) of the current replacement value of the improvements on the Lot. The Association, through its Management Committee, has the power to demand that Owners furnish reasonable proof of such insurance including but not limited to requesting declaration or information pages from the relevant policies. Within fourteen (14) days of such demand, the Owner receiving the demand shall furnish to the Management Committee, at a minimum, a declaration or information page indicating current insurance coverage as required by this Section.

IN WITNESS WHEREOF, the Association, by and through the Management Committee, has executed this Amendment as of the 14th day of May, 2021.

LOST CANYON ESTATES HOME OWNERS ASSOCIATION, INC.



President

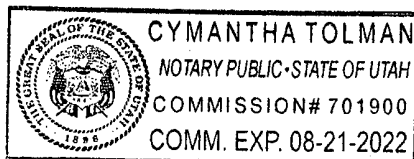


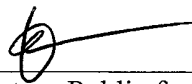
Secretary



STATE OF UTAH)
 :SS
County of Utah)

On the 14 day of May, 2021, personally appeared Tod Wadsworth 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 the Management Committee; and each of them acknowledged said instrument to be their voluntary act and deed.





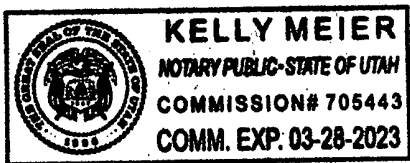
Notary Public for Utah

**EXHIBIT A
LEGAL DESCRIPTION**

All Lots located within the Lost Canyon Estates subdivision, more particularly described as:

Lot / Quarter	Parcel Number
1	28-23-203-011-0000
4	28-23-203-005-0000
5	28-23-203-006-0000
6	28-23-176-015-0000
7	28-23-251-006-0000
8	28-23-251-005-0000
9	28-23-251-004-0000
10	28-23-251-003-0000
11	28-23-251-002-0000
12	28-23-251-001-0000
13	28-23-203-010-0000
14	28-23-203-009-0000
15	28-23-203-008-0000
16	28-23-203-007-0000
17	28-23-204-002-0000
18	28-23-204-001-0000
19	28-23-204-012-0000
21	28-23-204-013-0000
23	28-23-252-007-0000
25	28-23-252-003-0000
26	28-23-252-004-0000
27	28-23-253-001-0000
27	28-23-253-002-0000
28	28-23-253-013-0000
29	28-23-253-013-0000
30	28-23-253-013-0000
30	28-23-253-014-0000
31	28-23-253-014-0000
32	28-23-252-005-0000
33	28-23-253-007-0000
34	28-23-253-008-0000
AREA	28-23-204-007-0000

29 parcels



Witness Jurat

State of Utah
County of Salt Lake

I, Kelly Meier, certify that, Theresa Stange
signed the foregoing document willingly and freely in my presence and that the
signature is genuinely his/hers.

Theresa Stange
Signature of Affiant (+ address if necessary)

Subscribed and sworn to before me this 14 day of May, 2021, by _____

Kelly Meier
Notary Signature