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RECORDER, SALT LAKE COUNTY, UTAH
COMMUNITY MANAGEMENT
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SLC UT 84157
BY: ZJM, DEPUTY - WI 5 P.

After Recording Return To:
Richards Kimble & Winn, PC
2040 E. Murray-Holladay Rd, Suite 106
Salt Lake City, UT 84117

5-24

**FOURTH AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS
FOR
REDFEATHER ESTATES PLANNED UNIT DEVELOPMENT**

This Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements ("Declaration") that established a community association known as Redfeather Estates Homeowners Association ("Association") is made on the date evidenced below by the Association.

RECITALS

A. Certain real property in Salt Lake County, Utah, known as Redfeather Estates Planned Unit Development was subjected to certain covenants, conditions, and restrictions pursuant to a Declaration, recorded on September 7, 2001, as Entry No. 7997509 in the Recorder's Office for Salt Lake County, Utah;

B. A First Amendment to the Declaration was recorded on August 21, 2002, as Entry No. 8327904, in the Recorder's Office for Salt Lake County, Utah. A Second Amendment was recorded on August 13, 2003 as Entry No. 8772258 and a Third Amendment was recorded on September 25, 2008 as Entry No. 10528260, in the Recorder's Office for Salt Lake County Utah;

C. This Fourth Amendment shall be binding against the property described in the Declaration and any annexation, amendment or supplement thereto;

D. To avoid the communal ills, including, among other things, rules violations, abuse and destruction of community and private property and the consequent increase in insurance premiums, and the diminished safety of the Owners, associated with a high levels of tenancy, the Association deems restricting and regulating the manner of renting and number of rentals within the community necessary and in the best interest of the Owners;

E. This Fourth Amendment is intended to restrict the manner and number of rentals in the community;

F. Pursuant to Article XI, Section 11.3 of the Declaration, the Board of Trustees hereby certifies that votes representing at least two-thirds (2/3) of all Membership votes affirmatively approved this Amendment.

NOW, THEREFORE, the Association, by and through its Board of Trustees hereby amends the Declaration to add the following Article VIII, Section 8.14 to the Declaration.

Article VIII. USE RESTRICTIONS

Section 8.14. Leasing and Renting of Residential Units. Leasing and renting of Lots and Residential Units by Owners shall be in accordance with this Section.

The terms "leasing," "lease," "renting," "rent," or "rental" used in reference to any Residential Unit within the Association shall mean and refer to the granting of a right to use or occupy a Residential Unit to any person or entity for a specific term or indefinite term (with rent stated on a periodic basis), in exchange for the payment of rent (money, property or other goods or services of value); but shall not mean nor include joint ownership of a Residential Unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership.

A. The following Owners and their respective Lots and Residential Units, upon proof sufficient to the Board of Directors, are exempt from the rental restrictions outlined below:

- (i) A Lot or Residential Unit that is occupied by an Owner as the Owner's primary residence while concurrently being occupied by someone other than a Unit Owner;
- (ii) An Owner in the military for the period of the Owner's deployment;
- (iii) A Residential Unit occupied by an Owner's parent, child, or sibling;
- (iv) An Owner whose employer has relocated the Owner for no less than two (2) years; or,
- (v) A Residential 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 Residential Unit; or,
 - (b) The parent, child, or sibling of the current resident of the Residential Unit.
- (vi) Certain other hardships that may adversely affect the owner's residence.

B. Subject to subsection "A" above, all Owners and Residential Units shall be subject to the following restrictions:

(i) No Owner may lease or rent less than the entire Unit (that is, no individual rooms; dormitory type rentals or partial Residential Unit rentals are permitted) and no Owner may lease or rent any Unit for a period of less than twelve (12) consecutive months.

(ii) No Unit may be rented or leased if the rental or lease results in more than ten percent (10%) or three (3) units of the Residential Units ("Rental-Lease Limit") being rented or leased, except as provided in subsection (c) of this Section.

C. Prior to renting or leasing any Unit, an Owner shall apply to the Board of Trustees. The Board of Trustees shall review the application and make a determination of whether the rental or lease will exceed the Rental-Lease Limit. The Board shall:

- (i) Approve the application if it determines that the rental or lease will not exceed the Rental-Lease Limit; or
- (ii) Deny the application if it determines that the rental or lease of the Unit will exceed the Rental-Lease Limit.

D. An Owner is not eligible to rent more than one Residential Unit until the pending applications of:

- (i) All Owners who are not currently renting or leasing a Residential Unit have been approved; and
- (ii) All Owners who are currently renting or leasing fewer Residential Units than the applicant have been approved.

E. Applications from an Owner for permission to rent or lease shall be reviewed and approved or denied by the Board as set forth in this subsection.

(i) The Board shall review applications for permission to rent or lease in chronological order based upon the date of receipt of the application. Within five (5) business days of receipt, the Board shall approve or deny an application as provided herein and shall notify the Owner within ten (10) business days of receipt of the application if permission is not given and the reason for the denial.

(ii) If an Owner's application is denied, the applicant may be placed on a waiting list according to the date the application was received so that the Owner whose application was earliest received will have the first opportunity to rent or lease, subject to subsection "C & D" of this Section.

F. An application form, the application and approval process, a waiting list, and any other rules deemed necessary by the Board to implement this section shall be established by rules or resolution adopted by the Board consistent with this Declaration and to ensure the consistent administration and enforcement of the rental restrictions contained herein.

G. Owners may be required to use and provide the Board with a copy of either (1) the Association's official Approved Residential Lease Agreement, which may exist from time to time ("Approved Lease Agreement"), or (2) any other lease form approved by the Board, which shall be kept on file with the books and records of the Association so that the Association may determine the number of Residential Units rented or leased. The Approved Lease Agreement, or its equivalent, shall be on a form prescribed by resolution of the Board.

H. If an Owner fails to submit the required application, fails to use and submit a copy of the Approved Lease Agreement (or its equivalent) and rents or leases any Residential Unit,

and/or rents or leases any Residential Unit after the Board has denied the Owner's application, the Board may assess fines against the Owner and the Owner's Residential Unit in an amount to be determined by the Board pursuant to a schedule of fines adopted by resolution.

In addition, regardless of whether any fines have been imposed, the Board may proceed with any other available legal remedies, including but not limited to an action to, terminate the rental or lease agreement and removal of any tenant or lessee.

I. The Association shall be entitled to recover from the offending Owner its costs and attorney's fees incurred for enforcement of this Article VIII, Section 8.14, 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 Residential Unit as an assessment pursuant to Article V of the Declaration.

J. As of the date of recording of this amendment: Any Owner that is currently renting or leasing a Residential Unit prior to the adoption and recordation of the rental restrictions contained herein, may continue to rent or lease the Unit until:

- (i) The Unit Owner returns and occupies the Unit; or,
- (ii) 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.

K. Rental and lease agreements shall comply with this subsection.

(i) The Owner shall provide the tenant or lessee with a copy of this Declaration, the Bylaws, including any relevant amendments to such documents, and all rules and regulations then in effect and shall take a receipt for delivery of the documents. In the event any such documents are amended, revised, changed, or supplemented by the Association, the Owner shall provide the tenant or lessee with a copy of the amendments, revisions, changes, or supplements within ten (10) calendar days of adoption by the Association, its Board, or its membership.

(ii) Upon the commencement of the rental or lease period, the Owner shall provide the Association with a signed copy of the Approved Lease Agreement (or its equivalent).


L. In addition to any other remedies available to the Association, the Committee may require the Owner to terminate a lease or rental agreement if the Committee determines that any lessee or tenant has violated any provision of this Declaration, the Articles of Incorporation, the Bylaws, or any amendments thereto, or the rules and regulations adopted thereto. If an Owner fails to correct any such violations related to their tenants, or fails to terminate the lease pursuant to the above, the Owner hereby grants the Committee standing to initiate eviction proceedings against their tenant and considers the Association a third-party beneficiary to its rental/lease agreement.

IN WITNESS WHEREOF, ASSOCIATION has executed this Amendment to the Declaration as of the ____ day of _____, 2010, in accordance with Article XI, Section 11.3 of the Declaration.

REDFEATHER ESTATES HOMEOWNERS ASSOCIATION



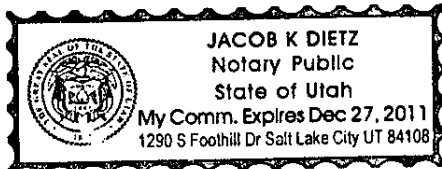
President

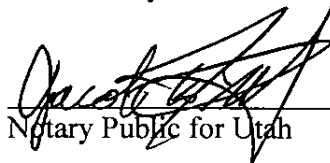


Secretary

STATE OF UTAH)
 :SS
County of Salt Lake)

On the 20 day of November 2010, personally appeared before me Don Bolejack and Kenneth Latmer 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 of Directors; and each of them acknowledged said instrument to be their voluntary act and deed.





Notary Public for Utah