

Amended Restrictive Covenants Page 1 of 7
Russell Shirts Washington County Recorder
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After Recording Return To:
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**AMENDMENT TO THE
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CANYON COVE LEISURE HOMES
A RETIREMENT COMMUNITY**

This amendment is made to the Declaration of Covenants, Conditions and Restrictions of Canyon Cove Leisure Homes ("Declaration") that established a retirement community known as the Canyon Cove Leisure Homes on the date evidenced below by the Canyon Cove Leisure Homes Owners Association ("Association").

RECITALS

A. Certain real property in Washington County, Utah, known as Canyon Cove Leisure Homes was subjected to certain covenants, conditions, and restrictions pursuant to a Declaration recorded August 13, 1993 in Book 748, at page 786, as Entry No. 440999 in the Recorder's Office for Washington County, Utah;

B. An amendment concerning "Exterior Maintenance" was recorded on December 14, 2004, as Entry No. 00916196, Book 1696 at Page 0811, Records of Washington County, Utah;

C. This amendment shall be binding against the property described in the Declaration and any annexation or supplement thereto (see **Exhibit A**);

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 amendment is intended to restrict the manner and number of rentals in the community;

F. Pursuant to Article XI, Section 4 of the Declaration, the Board of Trustees hereby certifies that votes representing at least sixty-seven percent (67%) of all Membership votes affirmatively approved this amendment.

NOW, THEREFORE, the Association, by and through its Board of Trustees, hereby amends the Declaration to replace Article VIII, Section 14 in its entirety.

THE ASSOCIATION IS AND REMAINS AN AGE RESTRICTED COMMUNITY FOR RESIDENTS 55 YEARS AND OLDER CONSISTENT WITH THE TERMS OF THE DECLARATION AND THE HOUSING FOR OLDER PERSONS ACT, 42. U.S.C. 3607.

(a)(1) Leasing and Renting of Dwelling Units. The leasing and renting of Units by Owners shall be in accordance with this Section.

The terms "leasing," "lease," "renting," "rent," or "rental" used in reference to any Unit within the Association shall mean:

(i) Granting of a right to use or occupy a 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 Unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership.

(b)(1) Exemptions: The following Unit Owners and their respective Units, upon proof sufficient to the Board of Trustees, are exempt from the rental restrictions outlined herein below unless otherwise stated:

(i) A Unit that is occupied by a Unit Owner as the Unit Owner's primary residence while concurrently being occupied by someone other than a Unit Owner;

(ii) A Unit occupied by a Unit Owner's parent, child, or sibling so long as the occupant(s) meet the Association's age restriction requirements of the Declaration;

(iii) 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, child, or sibling of the current resident of the Unit. (as long as such occupant(s) meet the Association's age restriction requirements of the Declaration).

(iv) Any other grounds for exemption as provided by Utah Code Annotated, Section 57, Title 8a, Chapter 209.

(c)(1) Restrictions. Subject to Section A above, all Owners and Units shall be subject to the following restrictions:

(i) No Unit may be rented or leased if the rental or lease results in more than **ten percent (10%)** of the total Units in the Association ("**Rental-Lease Limit**") being rented or leased at any given time, except as provided elsewhere in this amendment.

(ii) The Board may not approve an application to rent or lease less than the Owner's entire Unit (i.e., no individual room rentals as stated herein), unless and only as long as the Owner also resides in the Unit concurrently with the tenant.

(iii) No Owner may lease or rent any Unit for a period of less than twelve (12) consecutive months.

(iv) Owner(s) desiring to rent or lease their unit shall submit to the Board of Trustees an "Occupant Information Sheet" prior to the tenant(s) taking up occupancy for the limited purposes of (1) providing age verification; and (2) providing contact information for the tenant(s).

(v) Because the Association is an "age restricted" community the "Occupant Information Sheet" shall confirm that the occupant(s) complies with the "over 55" restriction as outlined in the Declaration.

(d)(1) Requirements for Approval. 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.

(e)(1) Units Not Deemed Rented. Notwithstanding subsections "c" above, to avoid undue hardships or practical difficulties, the following situations are exempt from the rental restrictions contained herein:

(i) Any Owner(s) who has occupied their unit for twelve (12) months or longer may lease or rent their unit at least four (4) months or longer in any twelve month period if such owner will be temporarily absent from their Unit. Such Owners shall **NOT** be considered renting their units and any such arrangements shall not count against the ten percent (10%) Rental-Lease Limit stated above. For purposes of this Section (i) only, the term "occupied" shall mean any Owner who owns their unit for at least twelve (12) consecutive months, whether occupied by the Owner or not, so long as the unit is not rented to a third-party during this original twelve (12) month period.

(f)(1) Intent to Continue Leasing. Within thirty (30) calendar days after the date this Amendment is recorded, each Owner who is or was leasing their Unit as of the date this Amendment was adopted ("Amendment Date") and who desires to continue to lease their Unit must notify the Board of Trustees in writing of their intent to continue renting their Unit and must be in compliance with the provisions of this Amendment. An Owner who fails to timely deliver a notice of intent to continue leasing to the Board or fails to come into compliance with the provisions of this Amendment shall lose the right to lease the Owner's Unit, which loss of the right to lease shall be effective as of the time the current lease expires.

(g)(1) Grandfathering of Units. Upon providing timely notice of intent to continue leasing to the Board of Trustees, as required in paragraph (f)(1) above, and being in complete compliance with this Amendment, **any Owner that is currently renting or leasing a 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 occupies the Unit; or,

(ii) The Unit Owner sells the Unit, at which time the new Owner must comply with the Rental-Lease Limit stated above. **Prospective buyers, who desire to rent their Unit upon purchase, should inquire of the Association before purchasing in order to know whether or not the transfer of ownership terminates any grandfathered status making their proposed tenant subject to the Rental-Lease Limit; 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.

(h)(1) Priority of Permitted Rentals – Fair Opportunity to Rent. An Owner is not eligible to rent more than one Unit until the pending applications of:

(i) All Owners who are not currently renting or leasing a Unit have been approved; and

(ii) All Owners who are currently renting or leasing fewer Units than the applicant have been approved.

(i)(1) Additional Rental Guidelines Formalities; Procedures; Rules and Regulations. The Association may adopt additional rules and guidelines for the submitting of an application to rent and all processes related thereto.

(j)(1) Breach of the Rental Requirements. If an Owner fails to follow the requirements of this Section or any additional rules and procedures adopted by the Board and rents or leases his or her Unit, and/or rents or leases any Unit after the Board has denied the Owner's application, the Board may assess fines against the Owner and the Owner's Unit in an amount to be determined by the Board pursuant to a schedule of fines adopted by resolution.

(k)(1) Attorney Fees and Costs for Violations. The Association shall be entitled to recover from an Owner who violation this Article its costs and attorney's fees incurred for the enforcement of this Article 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 the Declaration.

(l)(1) Information to be Provided to Tenant. Permitted 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 Occupant Information Sheet.

(m)(1) Additional Remedies. In addition to any other remedies available to the Association, the Board may require the Owner to terminate a lease or rental agreement if the Board 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 Board standing to initiate eviction proceedings against their tenant and considers the Association a third-party beneficiary to its rental/lease agreement.

NOW, THEREFORE, the Association, by and through its Board of Trustees, also hereby amends the Declaration to replace Article VIII, Section 16 in its entirety to read:

Section 16 Occupancy by Person Under 18 Prohibited. A townhome unit may not be occupied by any person under the age of eighteen (18) unless that person is a visitor for a period which may not exceed seven (7) days per calendar month, for a total period not to exceed thirty (30) days in any calendar year unless expressly permitted by the Board for good cause shown. Persons over eighteen (18) years of age and under fifty-five (55) years of age, may visit for the same period as the persons under the age of eighteen (18) stated herein. In order for persons over eighteen (18) and under fifty-five (55) to live at the townhome unit, they must reside concurrently with a person qualified to reside therein pursuant to the preceding Section 15.

IN WITNESS WHEREOF, CANYON COVE LEISURE HOME OWNERS ASSOCIATION has executed this Amendment to the Declaration as of the 10 day of February, 2016, in accordance with the Declaration.

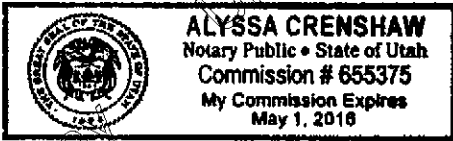
CANYON COVE LEISURE HOMES OWNERS ASSOCIATION:

Cheryl Russell
President

Nerilyn Bennett
Secretary

STATE OF UTAH)
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County of Washington

On the 10 day of February, 2016, personally appeared before me
Crenell Russell and Marilyn Barneville 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 Trustees; and
each of them acknowledged said instrument to be their voluntary act and deed.



Alyssa Crenshaw
Notary Public for Utah

EXHIBIT A

Legal Description

All Lots in CANYON COVE LEISURE HOME COMMUNITY according to the official plats thereof as filed in the office of the Washington County Recorder, State of Utah.

CANYON COVE LEISURE HOME COMMUNITY 1 (W)
CANYON COVE LEISURE HOME COMMUNITY 2A (W)
CANYON COVE LEISURE HOME COMMUNITY 2B (W)
CANYON COVE LEISURE HOME COMMUNITY 2C (W)
CANYON COVE LEISURE HOME COMMUNITY 3 (W)
CANYON COVE LEISURE HOME COMMUNITY 4 (W)
CANYON COVE LEISURE HOME COMMUNITY 5 (W)
CANYON COVE LEISURE HOME COMMUNITY 6 (W)