

Amended Restrictive Covenants Page 1 of 3  
Russell Shirts Washington County Recorder  
09/20/2016 02:09:36 PM Fee \$18.00 By BALL  
JANIK LLP - SALT LAKE CITY

WHEN RECORDED, RETURN TO  
**Ball Janik LLP**  
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**NOTICE OF CORRECTION TO THE  
AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF FOX BOROUGH**

THIS NOTICE OF CORRECTION of the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Fox Borough ("Declaration") which was recorded March 1, 2013 as Entry No. 20130007764, records of Washington County, Utah, which affects the following described property located in St. George, Washington County, Utah:

All of Fox Borough, Phase 1, 2, 3, 4, 5 according to the official plat thereof on file in the Office of the Washington County Recorder.

THIS NOTICE OF CORRECTION shall be official notice that the Fox Borough Homeowner Association (the "Association") herein states that **Section 8.13(b) as follows is was erroneously included in 8.13 of the Declaration as it relates to rental restrictions.** Due to Section 8.13(b) not included in the 2007 Declaration and never being voted on by the membership or intended to be included with the Declaration, is hereby null and void and deleted in its entirety as it has no force and effect and remaining on title is in err.

**Section 8.13 Leases**

**Lease Restrictions.** Notwithstanding anything to the contrary contained in the Declaration, the leasing of any residence/Lot (hereinafter collectively referred to as a "Lot within the Fox Borough Properties shall be governed by this Article 8, Section 8.13, as amended hereby.

- (a) **PURPOSE AND PROHIBITION.** IN ORDER TO INCREASE THE FUTURE AVAILABILITY OF FINANCING FOR THE PURCHASE/SALE OF LOTS WITHIN THE FOX BOROUGH PROPERTIES, TO PROMOTE THE AVAILABILITY OF INSURANCE FOR THE ASSOCIATION AND ITS MEMBERS AT REASONABLE RATES, TO ATTEMPT TO MAXIMIZE THE PROPERTY VALUES WITHIN THE FOX BOROUGH PROPERTIES, AND TO PROMOTE A SENSE OF COMMUNITY BY AND THROUGH OWNER-OCCUPANTS, FROM AND AFTER THE AMENDMENT DATE NO OWNER SHALL BE ABLE TO LEASE HIS LOT OR ANY PORTION THEREOF, EXCEPT AS SPECIFICALLY PROVIDED BELOW. THE INTENT OF THIS AMENDMENT IS TO PROVIDE THAT AT SOME TIME AFTER THE AMENDMENT DATE THERE WILL ULTIMATELY BE NO LOTS THAT ARE NOT OWNER-OCCUPIED AND THAT ALL LEASING OF LOTS WITHIN THE FOX BOROUGH DEVELOPMENT WILL ULTIMATELY BE ELIMINATED; SUBJECT TO THE RIGHT OF AN OWNER TO OBTAIN A HARDSHIP EXEMPTION.

~~(b) The following Owners and their respective Lots, upon proof sufficient to the Trustees, are exempt from the rental restrictions outlined herein below:~~

- ~~(1) An Owner in the military for the period of the Home Owner's deployment;~~
- ~~(2) A Home occupied by an Owner's parent, child, or sibling;~~
- ~~(3) An Owner whose employer has relocated the Home Owner for no less than two (2) years; or,~~
- ~~(4) A Home 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:
  - ~~(i) A current resident of the Home; or,~~
  - ~~(ii) The parent, child, or sibling of the current resident of the Home.~~~~

(c) Subject to subsection (b) above, all Owners and Lots shall be subject to the following restrictions:

(d) APPLICATION FOR GRANDFATHERING. Within forty-five (45) calendar days of the Amendment Date, each Owner who was leasing his Lot on the Amendment Date and who desires to continue to lease his Lot, must complete and execute the form attached hereto as Exhibit C (the "Notice of Intent to Continue Leasing").

The remaining sub-sections of 8.13, other than Section (b) above, shall remain and the Declaration shall remain in full force and effect until amended or restated by proper authority of the Association.

Signed this 20 day of September, 2016.

**BALL JANIK LLP**

John D. Richards, Esq.  
Attorneys for the Association

STATE OF UTAH )

) ss

County of Salt Lake )

John D. Richards, personally appeared and acknowledged that he has knowledge of the facts set forth in the claim of lien and that he believes that all statements made in the claim of lien are true and correct.

Subscribed and sworn to before me on 9/20, 2016.

Notary Public for Utah:

Stacy Lasson

