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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
ENSIGN PLACE HOA
471 E STREET
SLC UT 84103
BY: KSR, DEPUTY - WI 5 P.

When recorded, mail original to:
Ensign Place HOA
Attn: John Mastakas
471 E Street
Salt Lake City, Utah 84103

SPACE ABOVE RESERVED FOR RECORDER'S USE ONLY

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ENSIGN PLACE PLANNED UNIT DEVELOPMENT

This First Amendment to the Declaration of Covenants, Conditions and Restrictions of Ensign Place Planned Unit Development (the "Amendment") is executed as of May 8, 2010, by the Ensign Place Homeowners Association, a Utah nonprofit corporation (the "Declarant").

RECITALS

A. The Declaration of Covenants, Conditions and Restrictions of Ensign Place Planned Unit Development (the "Declaration") was made and executed the 2nd of July, 1998, by Jaren L. Davis, and recorded the 30th day of July, 1998, as Entry No. 7041002, in Book 8049, at Pages 2986-3019, in the office of the Salt Lake County Recorder.

B. Pursuant to Section 6, Paragraph C of the Declaration, the Board, from time to time and subject to the provisions of the Declaration, may adopt, amend, repeal and enforce rules and regulations governing the maintenance of animals on the Property and the use of Units for business or rental purposes. Pursuant to such authority, the Board hereby adopts new rules involving the ownership and occupancy of animals on the Property and to restrict the use of the Units for rental purposes.

NOW, THEREFORE, in consideration of the covenants contained herein, and in the interest of preserving the Property's value, quality and enjoyment, the Association's Board hereby submits to adopt the rules described herein and amend the Declaration as follows:

1. **Definitions:** All capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration.

2. **Amendments.**

(a) Section 1 of the Declaration is hereby amended to insert as subsection (I) thereof the following provision:

"Owner's Animal" shall mean and refer to any animal that is owned or housed by an Owner, or any animal that is invited onto the Property by an Owner or their occupant.

(b) Section 9 of the Declaration is hereby amended to insert as subsection (N) thereof the following provisions:

N. Animals visiting and occupying the Property.

1. No large breed dogs or any other kind of large breed animal shall be allowed on the Property. Pit Bulls, Rottweilers, Wolf Hybrid-type dogs or any other breed of animal with a reputation for dangerous or aggressive behavior shall not be allowed on the Property. If the Owner's Animal is found to be questionable by any other Owner, the Board may convene a special meeting to determine if said animal is to be permitted onto the Property. The Board's decision on whether any animal is to be permitted onto the Property shall be deemed as final, and if necessary, may be enforced by the removal of said animal by any means deemed suitable by law. Any removal expenses charged to the Association for the removal of any animal that is deemed by the Board to be not allowed onto the Property shall be assessed to the Owner housing that animal.
2. The Owner's Animal must always be accompanied by an Owner or their occupant. Dogs must be kept on a leash at all times, and any other animals must be appropriately restrained at all times.
3. Owners who own or house any animals must clean up after their animal on an as-needed basis. Should the Board determine that it's necessary to hire a clean-up service to clean after an Owner's Animal, any fees that are charged to the Association for services rendered by the clean-up service shall become the responsibility of and be paid by the Owner.
4. The Association shall not be liable for any physical injury, mental injury or death inflicted by Owner's Animal upon any person or other animal. Any Owner that owns, houses or invites animals onto the Property hereby accepts full and unconditional responsibility (including full financial responsibility) for any damage or injury that animal may cause.
5. Owners are financially responsible for and must promptly pay to repair any damage to the Property and to the Common Area that is caused by animals they own, house or invite onto the Property including, but not limited to, the digging of holes (regardless of size), replacement of any vegetation that is damaged or removed, buildings and other improvements, and to any personal property.
6. An Owner's Animal shall not be allowed to be a nuisance. Owners must control any animals they own, house or invite onto the Property, so that they do not disturb or annoy any Owner or nearby resident.

(c) Section 9 of the Declaration is hereby amended to insert as subsection (O) thereof the following provisions:


O. Unit occupancy.

1. No Unit within the Property shall be advertised or utilized as a rental unit, a property for lease, or be held for the purpose of renting or leasing to a third party. No Unit shall be used for overnight, daily, weekly, monthly or yearly rentals.
2. The occupancy of any Unit shall be restricted to the Owner and the Owner's immediate relatives. On the condition that the Owner resides in their Unit on a full-time basis, any of the Owner's relatives, friends or guests may also reside in their Unit.
3. Exceptions related to Unit occupancy will not be permitted, unless a Unit Owner submits a written exception request to the Board (the Board may also elect to discuss the written request with other Members) to have it evaluated for acceptability. The Board may elect to grant an exception to Unit occupancy that varies from what is described herein if it deems that it's appropriate. A Unit Owner must have written permission from all Board members prior to allowing their Unit to be occupied in a manner that does not comply with what is described herein.
4. Unit Owners shall accept full liability and full financial responsibility for any damages, injury or destruction caused by the actions of any Owner's occupant(s), regardless if the occupant(s) were granted written permission by the Board to reside in their Unit.

3. Effective Date: This Amendment shall take effect upon its being filed for record in the office of the Salt Lake County Recorder.

4. Ratification: Except as expressly set forth herein, the Declaration shall not by implication or otherwise be supplemented or amended by virtue of this Amendment, but shall remain in full force and effect, as amended hereby, and the Association hereby ratifies and affirms the Declaration, as amended pursuant to the terms of this Amendment.

Duly authorized on this date by the Board of Trustees of Ensign Place Homeowners Association, a Utah nonprofit corporation.




A. Steven Weight, President



David W. Tanner, Vice President



Carol O'Meara, Secretary



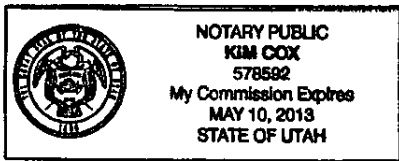
John Mastakas, Treasurer

ACKNOWLEDGEMENT

STATE OF Utah

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 7 day of June, 2010, by A. Steven Weight, member of the Board of Trustees of Ensign Place Homeowners Association, a Utah nonprofit corporation.



Kim Cox
Notary Public

Residing at: Salt Lake City UT

My Commission Expires:

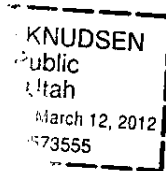
5-10-2013.

ACKNOWLEDGEMENT

STATE OF Utah

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 15 day of June, 2010, by David W. Tanner, member of the Board of Trustees of Ensign Place Homeowners Association, a Utah nonprofit corporation.

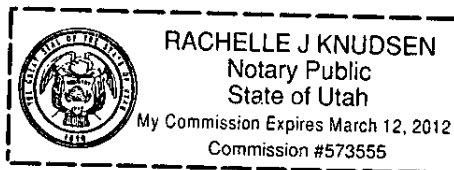


Rachelle J Knudsen
Notary Public

Residing at: 2001 S Main St
SLC UT 841

My Commission Expires:

3/12/2012

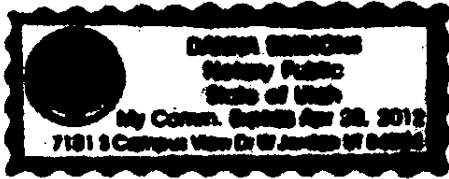


ACKNOWLEDGEMENT

STATE OF Utah

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 11 day of May, 2010, by Carol OMeara, member of the Board of Trustees of Ensign Place Homeowners Association, a Utah nonprofit corporation.



Dana Simmons

Notary Public
Residing at:

Salt Lake City, Ut

My Commission Expires:

4/28/2012

ACKNOWLEDGEMENT

STATE OF Utah

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 8 day of May, 2010, by John Mastakas, member of the Board of Trustees of Ensign Place Homeowners Association, a Utah nonprofit corporation.

Sara Jane Schultz

Notary Public
Residing at:

Salt Lake

My Commission Expires:

2/15/2011

