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GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 WESTERN MANAGEMENT ASSOC
 4252 S HIGHLAND DR #105
 SLE UT 84124
 BY: EPM, DEPUTY - WI & P.

WHEN RECORDED RETURN TO:
 James R. Blakesley
 Attorney at Law
 1305 N. Commerce Drive, Suite 230
 Saratoga Springs, Utah 84045
 (801) 766-1968

**AMENDMENT TO AMENDED AND RESTATED DECLARATION OF
 COVENANTS, CONDITIONS AND RESTRICTIONS
 OF THE GLENMOOR VILLAGE IMPROVEMENT ASSOCIATION**

This Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Glenmoor Village Improvement Association is made and executed by the Glenmoor Village Improvement Association, Inc. of P. O. Box 9375, Salt Lake City, Utah 84109 (the "Association").

RECITALS

A. Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Glenmoor Village Improvement Association was recorded in the office of the County Recorder of Salt Lake County, Utah on August 4, 1995 as Entry No. 6135287 in Book 7200 at Pages 1237-1265 of the official records (the "Declaration").

B. This document affects the real property located in Salt Lake County, Utah, described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference (the "Property").

C. All of the voting requirements to amend the Declaration have been satisfied.

D. The Association is the managing agent of the Property.

E. The Association desires to adopt rental restrictions in order to protect the equity of the individual property owners, carry out the purpose for which the Glenmoor Village was formed by preserving the character of the property as a homogeneous residential community of predominantly owner-occupied homes and by preventing Glenmoor Village from assuming the character of an apartment, renter-occupied complex, and comply with the eligibility, requirements for financing in the primary and secondary mortgage market insofar as such criteria provide that the homes at Glenmoor Village be substantially owner-occupied.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Glenmoor Village and the Lot Owners thereof, the Association hereby executes this Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Glenmoor Village Improvement Association for and on behalf of and for the benefit of all of the Lot Owners. The Amendment is intended to be binding upon

all CEDs, including Yorkshire Dr., St. Andrews Dr. and Skye Dr., who shall be subject to the provisions set forth below.

1. **Amendment.** Article E, Section 10 of the Declaration is hereby amended to add the following new subsection:

(m) **Commercial Use Prohibited; Rentals.** Anything to the contrary notwithstanding, no Lot shall be used for commercial or business activity, including the rental or leasing of Lots (hereinafter "rental," "rented" or "rent"), without the express prior written approval of the Board of Directors. For use herein, the term "commercial or business activity" shall include the rental of a Lot and the improvements thereon for residential purposes by an Owner or his agents, successors or assigns.

1) **Rental Restriction.** The Board of Directors may allow up to ten percent (10%) of all Lots to be rented. The eligibility requirements for Owners to qualify to rent their Lots are set forth below.

2) **Owner-Occupancy.** In order to maintain the value of the purchased property and subdivision, a Lot must be owner-occupied and may not be rented for a period of at least one (1) year after closing. The term "owner-occupied" shall mean a Lot occupied by one of the following: (a) The vested owner (as shown on the records of the Salt Lake County Recorder); (b) The vested owner and/or his spouse, children or siblings; or (c) The shareholder, partner, member, trustor, beneficiary or other legal representative of an institutional owner (provided, such person holds a beneficial interest in such legal entity of at least 50.0%) and/or his spouse, children or parents.

3) **Transfer Fee.** Each Owner agrees, by the acceptance of a deed or other document of conveyance to a Lot, that in order to maintain the value of the purchased property and the subdivision, that the minimum period of initial owner occupancy is one year, and to pay to the Association a sum equal to five percent (5%) of the gross sales price on the Lot as a transfer fee if his Lot is sold or if he enters into a lease/option or other similar agreement on the Lot during the initial one (1) year period after the date of closing.

4) **Granting of Hardship Exemption.** The Board of Directors is hereby empowered to and may, in its sole discretion, but is not required to allow occupancy of the Lot by a non-owner or by a rental agreement upon written application to the Board of Directors by the Owner to avoid undue hardship. By way of illustration but not limitation, examples of circumstances which would constitute undue hardship are those in which: an Owner must relocate his residence and cannot, within ninety (90) days from the date the Lot was placed on the market, sell the

Lot while offering it for sale at a reasonable price no greater than its current appraised market value; the Owner dies and the Lot is being administered by his estate; the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Lot; the Lot is to be leased to a member of the Owner's immediate family, which shall be deemed to encompass children, grandchildren, parents, grandparents, brothers, sisters and spouses. Those Owners who have demonstrated that the inability to rent their Lot would result in undue hardship and have obtained the requisite approval of the Board of Directors may lease their Lot for such duration as the Board of Directors determines is reasonably necessary to prevent undue hardship.

5) **Rental Rules.** The Board of Directors shall have the power to adopt, modify, repeal and enforce reasonable rules and regulations regarding the rental of Lots.

6) **Fines.** The Board of Directors shall have the power to charge fines for violations of any of the provisions of the Declaration and these restrictions.

7) **Eviction.** The Board of Directors shall have the power to evict or require the Owner to evict a renter occupying a Lot in violation of the Declaration and/or this subsection.

8) **Grandfather Exemption.** Anything to the contrary notwithstanding, the foregoing owner occupancy restrictions shall not apply to (the "Grandfathered Lots"):

St. Andrews Drive: Lots 4507 and 4529
Skye Drive: Lots 4424, 4452, 9692, 9698, 9702 & 9750
Yorkshire Drive: Lots 9754 and 9776

The Grandfathered Lots may continue to be rented or leased without restriction for so long as record title to said Lots remains vested in the names of their current Owners (the "Grandfathered Owners").

9) **Definition of Grandfathered Owner.** The term "Grandfathered Owner" shall include a succeeding "trust" or other "person" (i.e., natural person, corporation, partnership, limited liability company, trust or other legal entity) (the "Qualified Successor Owner") in which the Grandfathered Owner or such Owner's spouse, son, daughter, father or mother holds a beneficial interest in such qualified successor Owner of at least fifty percent (50%).

10) **Loss of Grandfather Exemption.** Upon the conveyance of the Grandfathered Lot by the Grandfathered Owner or Qualified Successor Owner, the said Lot shall immediately and automatically become subject to the rental restrictions set forth above.

2. **Conflict.** These ByLaws are subordinate and subject to all provisions of the Declaration. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration. In the event of any conflict between these ByLaws and the Declaration, the provision of the Declaration shall control.

3. **Waiver.** No restriction, condition, obligation, or provision of these ByLaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

4. **Captions.** The captions contained in these ByLaws are for convenience only and are not part of these ByLaws and are not intended in any way to limit or enlarge the terms and provisions of these ByLaws.

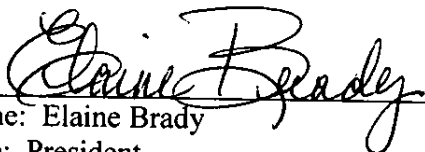
5. **Interpretation.** Whenever in these ByLaws the context so requires, the singular number shall refer to the plural and the converse; and the use of any gender shall be deemed to include both masculine and feminine; and the term "shall" is mandatory while the term "may" is permissive.

6. **Severability.** The invalidity of any one or more phrases, sentences, subparagraphs, subsections or sections hereof shall not affect the remaining portions of this instrument or any part thereof, and in the event that any portion or portions of this document should be invalid or should operate to render this document invalid, this document shall be construed as if such invalid phrase or phrases, sentence or sentences, subparagraph or subparagraphs, paragraph or paragraphs, subsection or subsections, or section or sections had not been inserted.

7. **Effective Date.** The effective date of this Amendment is the date it is recorded in the office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, the Association has executed this instrument the ___ day of March, 2007.

GLENMOOR VILLAGE IMPROVEMENT ASSOCIATION, INC.

By: 
Name: Elaine Brady
Title: President

STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

On the 5th day of March, 2007, personally appeared before me Elaine Brady, who by me being duly sworn, did say that s/he is the President of the Glenmoor Village Improvement Association, Inc., and that the within and foregoing instrument was signed in behalf of said Association by authority of a resolution of its Board of Directors, and said Elaine Brady duly acknowledged to me that said Association executed the same.



NOTARY PUBLIC

Residing At: west Jordan

Commission Expires: 21 sept 09'

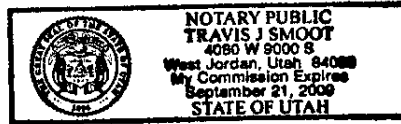


Exhibit "A"
LEGAL DESCRIPTION
GLENMOOR VILLAGE IMPROVEMENT ASSOCIATION

The land described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

provisions and to clarify and expand the covenants, conditions and restrictions with respect to the Land, to provide for the operation, preservation, maintenance, repair and replacement of common property, to resolve the obligations of maintenance, to provide for equitable funding of major repairs and replacements, to provide for equitable sharing of expenses and to provide for equitable common assessment districts.

NOW, THEREFORE, for the foregoing purposes, Declarant hereby makes the following Amended and Restated Declaration, which shall preempt and amend in their entirety the Declaration and the First Amended Declaration:

Article A
DESCRIPTION OF THE PLANNED UNIT DEVELOPMENT

The Land associated with the Project is the following described parcels of real property situated in Salt Lake County, State of Utah:

Saint Andrew's Drive Units

All of Lot 1602, Glenmoor Country Estates No. 2, Plat N, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah; and

All of Lots 1a, 1b, 2a, 2b, 3a, 3b, 4a, 4b, 5a and 5b, Cluster K, Glenmoor Country Estates No. 2, Plat N, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah; and

All of Lots 1a, 1b, 2a, 2b, 3a, 3b, 4a, 4b, 5a and 5b, Cluster L, Glenmoor Country Estates No. 2, Plat N, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah; and

All of Lots 1a, 1b, 2a, 2b, 3a, 3b, 4a, 4b, 5a and 5b, Cluster M, Glenmoor Country Estates No. 2, Plat N, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah; and

All of Lots 1a, 1b, 2a, 2b, 3a, 3b, 4a, 4b, 5a and 5b, Cluster N, Glenmoor Country Estates No. 2, Plat N, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah; and

Skye Drive Units

All of Lot 603, Glenmoor Country Estates No. 1, Plat F, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah; and

All of Lots 1, 2, 3, 4 and 5, Cluster G, Glenmoor Country Estates No. 1, Plat F, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah; and

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, Cluster H, Glenmoor Country Estates No. 1, Plat F, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah; and

All of Lot 703, Glenmoor Country Estates No. 1, Plat G, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah; and

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Cluster I, Glenmoor Country Estates No. 1, Plat G, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah; and

All of Lots 1, 2, 3, 4, 5, 6 and 7, Cluster J, Glenmoor Country Estates No. 1, Plat G, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah; and

Yorkshire Drive Units

All of Lot 501, Glenmoor Country Estates No. 1, Plat E, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah; and

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 of Cluster D, Glenmoor Country Estates No. 1, Plat E, according to the official plat thereof filed with the Recorder of Salt Lake County, State of Utah.

Appurtenant Property and Rights

TOGETHER with all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property.

ALL OF THE FOREGOING IS SUBJECT TO: all liens for current and future taxes, Assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Land or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Survey Map or otherwise existing; an easement for each and every pipe, line, cable, wire, utility line or similar facility which traverses or partially occupies the above-described Land at such time as construction of all Project improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

Article B DEFINITIONS

When used in this Amended and Restated Declaration (including the preceding portions) the following terms shall have the meaning indicated:

BK 7200 PG 1239