

After Recording Return To:
RICHARDS KIMBLE & WINN P.C.
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Salt Lake City, UT 84117

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Book - 9917 Pg - 6224-6229
Gary W. Ott
Recorder, Salt Lake County, UT
RICHARDS LAW OFFICE
BY: eCASH, DEPUTY - EF 6 P.

**AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
THE COTTAGES at 9TH**

This Amendment to the Declaration of Covenants, Conditions and Restrictions (“Declaration”) that established a planned unit development known as The Cottages at 9th is made on the date evidenced below by The Cottages at 9th Residential Homeowners Association (“Association”).

RECITALS

A. Certain real property in Salt Lake County, Utah, known as The Cottages at 9th was subjected to certain covenants, conditions, and restrictions pursuant to a Declaration of Covenants, Conditions and Restrictions recorded on May 13, 2004, as Entry Number 9060819 in the Recorder’s Office for Salt Lake County, Utah;

B. This amendment shall be binding against the Property, Lots and Living Units described in the Declaration and any amendment, annexation or supplement thereto.

C. To avoid the communal ills, including, among other things, rules violations, abuse and destruction of community and private property and the resultant increase in insurance premiums, and the diminished safety of the Owners, often 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;

D. This amendment is intended to restrict the manner and number of rentals in the community in order to better establish a residential community, help protect livability and property values for all owners.

E. Pursuant to Article X, Section 10.2 of the Declaration, the President and Secretary hereby certify that votes representing at least sixty-seven percent (67%) of the membership voted affirmatively to approve this Amendment.

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NOW, THEREFORE, The Association hereby amends Article X, Section 10.4, of the Declaration in its entirety to now read as follows:

10.4 Notwithstanding anything below to the contrary, all present Owners within the Association, as of the date this amendment is recorded, may rent or lease their Living Unit until their Living Unit is conveyed to a third-party, conveyed into Trust, conveyed to a family member or otherwise re-titled into the name of another person(s) or entity. In other words, there is no rental restriction being imposed by this amendment on any present Owner within the Association. The Association shall make a list of said Owners as of the date of this amendment is recorded.

10.5 Upon the sale or other conveyance of a Living Unit expressed in 10.4 above, rentals or leases are permitted for so long as no more than thirty-five percent (35%) of the total number of Living Units within the Association is being rented or leased at any giving time, except as provided in subsections 10.5.2 and 10.5.3 of this Section (the "Rental-Lease Limit").

10.5.1 If a Living Unit qualifies as a permissible rental, then prior to renting or leasing any Living Unit, an Owner shall apply to the Association. The Association shall review the application and make a determination of whether the rental or lease will exceed the Rental-Lease Limit. The Association shall:

10.5.1.1 Approve the application if it determines that the rental or lease will not exceed the Rental-Lease Limit; or

10.5.1.2 Deny the application if it determines that the rental or lease of the Unit will exceed the Rental-Lease Limit.

10.5.2 Notwithstanding Section 10.5, to avoid undue hardships or practical difficulties such as the Owner's job relocation, disability, military service, charitable service, or other similar circumstances, the Association, via its governing Board, shall have discretion to approve an Owner's application to temporarily rent or lease the Owner's Living Unit provided the approval would not result in more than forty percent (40%) of total Living Units within the Association being rented or leased. The Association may not approve an application to rent or lease less than the Owner's entire Living Unit or to rent or lease the Unit for a period of less than six (6) consecutive months. Rentals or leases of a single Living Unit by more than two (2) unrelated people is prohibited.

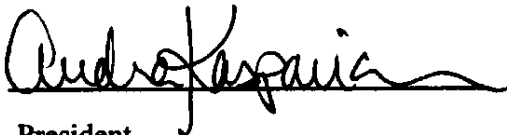
10.5.3 All Owners who are renting or leasing their Living Unit at the time that this amendment is recorded shall be permitted to continue to lease or rent their Living Unit as provided for in 10.4 above. This amendment, however, shall apply to any new and subsequent Owner.

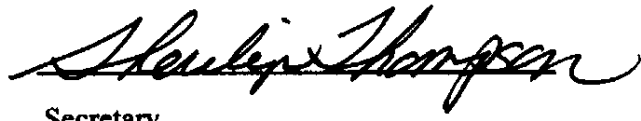
10.5.3.1 "Leasing or renting" of a Living Unit means the granting of a right to use or occupy a Living Unit for a specific or indefinite term (with rent stated on a periodic basis), in exchange for the payment of rent (money, property or other goods or services of value); but shall not mean and include joint ownership of a Living Unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership.

10.5.4 Any lease agreement between an Owner and a lessee must be in writing, and must provide, inter alia, that the terms of the lease shall in all respects be subject to the provisions of the Declaration, the Articles of Incorporation of the Association, Bylaws and any Rules and Regulations. The lease or rental agreement shall be evidenced by a form approved by the Association. Any failure by the lessee to comply with the terms of the Association's governing documents shall constitute a default under the lease and, upon notice to the Owner and a failure of the Owner to remedy violations of their lessee, the Association shall have intended third-party beneficiary status and be entitled to initiate eviction proceedings against any such lessee.

IN WITNESS WHEREOF, THE COTTAGES AT 9TH RESIDENTIAL HOMEOWNERS' ASSOCIATION has executed this Amendment to the Declaration as of the ____ day of , 2011, in accordance with Article X of the Declaration.

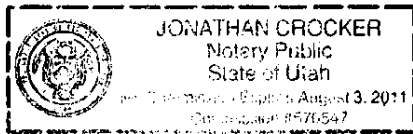
THE COTTAGES AT 9TH RESIDENTIAL HOMEOWNERS' ASSOCIATION


President


Secretary

STATE OF UTAH)
) ss
County of Salt Lake)

On the 30th day of March 2011, personally appeared before me Audra Kasparian and Sherilyn Thompson who, being first duly sworn, did that say ~~he~~she is 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 acknowledged said instrument to be their voluntary act and deed.





Notary Public for Utah

EXHIBIT A

LEGAL DESCRIPTION

Beginning at a point which is West 855.94 feet and South 867.20 feet from the Center of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian said point of Beginning also being North 85°06'01" West 934.45 feet from said Center of Section to a County monument at the intersection of 6800 South Street and 900 East Street, and South 0°00'30" East along said monument line 946.47 feet, and East 75.00 feet to said point of beginning and running thence East 126.10 feet; thence South 72°39'27" East 52.00 feet; thence East 44.94 feet; thence South 17.81 feet; thence South 89°40'18" East 326.35 feet to the West line I-215; thence South 55°39'37" East along said West line 212.52 feet to a 904.93 foot radius non tangent curve to the right the center of which bears South 52°17'05" West; thence Southeasterly along said West line and said curve to the right through a central angle of 27°47'04" a distance of 438.83 feet; thence West 642.10 feet; thence North 165.93 feet; thence East 18.00 feet; thence North 338.75 feet; thence West 273.91 feet; thence North 0°00'30" West 48.00 feet to the point of beginning. Contains 278,602 square feet or 6.3958 Acres.

EXHIBIT B

PERCENTAGE INTERESTS

LOT NO	PERCENTAGE INTEREST	VOTES*
1	1.19%	119
2	1.19%	119
3	1.19%	119
4	1.19%	119
5	1.19%	119
6	1.19%	119
7	1.19%	119
8	1.19%	119
9	1.19%	119
10	1.19%	119
11	1.19%	119
12	1.19%	119
13	1.19%	119
14	1.19%	119
15	1.19%	119
16	1.19%	119
17	1.19%	119
18	1.19%	119
19	1.19%	119
20	1.19%	119
21	1.19%	119
22	1.19%	119
23	1.19%	119
24	1.19%	119
25	1.20%	120
26	1.19%	119
27	1.19%	119
28	1.19%	119
29	1.19%	119
30	1.19%	119
31	1.19%	119
32	1.19%	119
33	1.19%	119
34	1.19%	119
35	1.19%	119
36	1.19%	119
37	1.19%	119
38	1.19%	119
39	1.19%	119
40	1.19%	119
41	1.19%	119
42	1.19%	119
43	1.19%	119
44	1.19%	119
45	1.19%	119
46	1.19%	119
47	1.19%	119
48	1.19%	119
49	1.19%	119
50	1.20%	120
51	1.19%	119

EXHIBIT B
(Continued)

PERCENTAGE INTERESTS

LOT NO	PERCENTAGE INTEREST	VOTES*
52	1.19%	119
53	1.19%	119
54	1.19%	119
55	1.19%	119
56	1.19%	119
57	1.19%	119
58	1.19%	119
59	1.19%	119
60	1.19%	119
61	1.19%	119
62	1.19%	119
63	1.19%	119
64	1.19%	119
65	1.19%	119
66	1.19%	119
67	1.19%	119
68	1.19%	119
69	1.19%	119
70	1.19%	119
71	1.19%	119
72	1.19%	119
73	1.19%	119
74	1.19%	119
75	1.20%	120
76	1.19%	119
77	1.19%	119
78	1.19%	119
79	1.19%	119
80	1.19%	119
81	1.19%	119
82	1.19%	119
83	1.19%	119
84	1.20%	120
Totals	100%	1,000.00

* If a Living Unit is owned by Declarant, Declarant shall have votes equal to three (3) times the amount specified herein for each respective Unit. See Section 3.2