

After Recording Return To:
644 East Union Square
Sandy, UT 84070

11292321
12/6/2011 1:26:00 PM \$63.00
Book - 9972 Pg - 3960-3964
Gary W. Ott
Recorder, Salt Lake County, UT
KIRK A CULLIMORE PC
BY: eCASH, DEPUTY - EF 5 P.

**AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND
EASEMENTS**

This Amendment to the Declaration of Covenants, Conditions, Restrictions, and Easements for Monarch Meadows, Phase 12 (“Declaration”) is executed on the date set forth below by Monarch Meadows, Phase 12 Owners Association, Inc., (“Association”).

RECITALS

A. Real property in Salt Lake County, Utah, known as Monarch Meadows Phase 12 was subjected to covenants, conditions, and restrictions pursuant to a Declaration recorded January 15, 2005, in the Salt Lake County Recorder’s Office as Entry 9281944;

B. The Declaration was amended March 2, 2006, by Entry 9651830 recorded in the Salt Lake County Recorder’s Office. The amendment, among other things, created restrictions on leasing Lots within the Project;

C. This amendment shall be binding against the property described in EXHIBIT A and the Declaration and any annexation or supplement thereto;

D. This amendment is intended to expand and loosen the rental restrictions as defined in the March 2, 2006, amendment;

E. All capitalized terms in this amendment shall have the same meaning as given to them in the Declaration;

F. The President and Secretary certify that more than 67% of the of the Class A Members approved this amendment by vote or written consent. The President and Secretary certify that there are no Class B Members;

NOW, THEREFORE, the Association, by and through its Board, hereby amends the Declaration as follows:

Article V, Section 5.09 of the Declaration shall be amended in its entirety to read as follows:

5.09 Commercial Use Prohibited. No Lot shall be used for commercial or business activity, including, without limitation: commercial repair or sale of a vehicle, equipment, boat, or

other equipment; manufacturing; warehousing; or any activity that will increase traffic through the community.

Article V, Section 5.24 shall be added to the Declaration and shall read as follows:

5.24 Leases. Leases shall be subject to the following restrictions:

(a) Lots may be rented only to a single Family. Dormitory, hostel, hotel, or nightly rentals are strictly prohibited.

(b) All leases and lessees shall be subject to the provisions of the Declaration, Bylaws, and rules and regulations ("Project Documents"). Any owner who leases their Lot shall be responsible for assuring the Occupants' compliance with the Project Documents.

(c) The leasing of Lots shall comply with this Section. "Leasing" means granting the right to use or occupy a Lot to a non-owner while no Owner occupies the Lot as their primary residence. Lots owned by business entities or trusts shall be considered leased regardless of who occupies the Lot.

(i) Lease Limit. No more than 27 Lots (including Grandfathered Lots) may be leased at any given time. Hardship Exemptions shall not count against the Lease Limit.

(ii) Minimum Occupancy Period. An Owner must own their Lot for a minimum of 12 months before qualifying for the right to Lease.

(iii) Initial Lease Term. The initial lease term shall be a six month minimum, and shall not exceed a 24 month maximum:

(iv) Hardship Exemption. Notwithstanding the above, in order to avoid undue hardships or practical difficulties the following classes of Owners shall be exempt from the Lease Limit:

- 1) An Owner in the military for the period of the Owner's deployment;
- 2) A Lot occupied by the Owner's parent, child, or sibling;
- 3) An Owner whose employer has relocated the Owner for no less than two years;
- 4) A Lot 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 Occupant of the Lot; or

b) The parent, child, or sibling of the current Occupant of the Lot.

(v) Application and Approval. Each Owner desiring to lease a Lot shall apply to the Board for approval. The application shall contain all supporting documentation necessary to prove the Owner either complies with the Minimum Occupancy Period or qualifies for a Hardship Exemption. Additionally, Owners shall pay the Board an application fee to be determined by Board resolution. The Board shall review the application and determine whether the Owner complies with the Minimum Occupancy Period or qualifies for a Hardship Exemption. The Board shall:

- 1) Approve the application if it determines that the Owner has paid their application fee, complies with the Minimum Occupancy Period, the Initial Lease Term, and Lots are available

for lease under the Lease Limit; or

2) Approve the application if it determines that the Owner has paid their application fee, qualifies for a Hardship Exemption, and the lease complies with the Initial Lease Term; or

3) Deny the application if it determines that the Owner has failed to pay their application fee, does not qualify, or there are no available Lots under the Lease Limit.

(vi) Review of Rental Applications. The Board shall review applications within 10 business days of receipt. The Board shall approve or deny an application and shall notify the Owner of the result, and, if permission is not given, the reason for the denial within 15 business days of receipt of the application.

(vii) Application Form; Approval Process. An application form, the application and approval process, and any other rules deemed necessary by the Board to implement this section shall be established by resolution of the Board.

(viii) Lease Agreements – Required Terms. All Owners shall use and provide the Board with a copy of a written lease agreement. All lease agreements shall contain terms subjecting the Occupant to the terms, conditions, and restrictions of the Project Documents, as amended from time to time. The Owner shall provide the tenant with a copy of the Project Documents. In the event the Project Documents are amended, revised, changed, or supplemented by the Association, the Owner shall provide the tenant with a copy of the amendments, revisions, changes, or supplements within 10 calendar days of adoption by the Association, its Board, or its membership.

(ix) Violations of Rental Restrictions. If an Owner fails to submit the required application, fails to use and submit a copy of a written lease agreement with the required terms, and leases their Lot, or leases their Lot after the Board has denied the Owner's application, the Board may assess fines against the Owner and the Lot in an amount to be determined by the Board pursuant to a schedule of fines adopted by the Board. Regardless of whether any fines have been imposed, the Board may seek any available legal or equitable remedies, including but not limited to, an action to terminate the lease agreement and eviction of any tenant.

(x) Failure to Take Legal Action. Failure by an Owner to take legal action against their Occupant who is in violation of the Project Documents within 10 days after delivery of written demand to so do from the Board, shall entitle the Association to take any and all such action for and in behalf of said Owner and as his or her agent, including but not limited to the institution of legal proceedings on behalf of such Owner against his or her Occupant for eviction, injunctive relief or damages. Neither the Association nor its agents shall be liable to the Owner or Occupant for any legal action commenced under this Section that is made in good faith.

(xi) Recovery of Costs and Attorney Fees; Owner Liable. The Association shall be entitled to recover from the offending Owner its costs and attorney's fees incurred for enforcement of this Section, 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 this Declaration. Additionally, the Owner shall be liable for all fines, assessments, or other penalties levied due to violations of their tenant. The Owner shall be personally liable for any violations caused by their tenant. Any assessments, fines or penalties levied under this Section shall be collectible as an assessment.

(xii) Requesting Unpaid Assessments from Tenant. In the event that a Lot is leased, and the Owner fails to pay their regular, special, or any other assessment, the Board may demand that

the tenant pay their rent to the Association until the delinquent assessments are paid.

(xiii) Grandfathered Lots: Lots being leased on the date this Amendment was recorded shall be exempt from the Lease Limit until:

- 1) The Owner transfers the Lot by deed;
- 2) The Owner grants a life estate in the Lot;
- 3) If owned by a business entity, the Owner sells or transfers more than 75% of its shares, stock, membership interests, or partnership interests within a 12 month period.

Grandfathered Lots shall comply with all other provisions of this section including the Initial Lease Term. Grandfathered Lots shall be subject to the remedies authorized in this section for failure to comply with the restrictions herein.

IN WITNESS WHEREOF, the Association, by and through its Board, has executed this Amendment to the Declaration as of the 5th day of December, 2011.

MONARCH MEADOWS, PHASE 12 OWNERS ASSOCIATION, INC.

Stephen Dawson

President

Tamara J. Gazzero

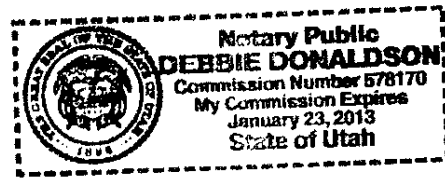
Secretary

STATE OF UTAH)
 :SS
County of Salt Lake)

On the 5 day of December, 2011, personally appeared Stephen Dawson and Tamara Gazzero 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; and each of them acknowledged said instrument to be their voluntary act and deed.

Debbie Donaldson

Notary Public for Utah



**EXHIBIT A
LEGAL DESCRIPTION**

<u>32012010160000</u>	LOT 44, MONARCH MEADOWS PH 10D PUD.
<u>32012010170000</u>	LOT 45, MONARCH MEADOWS PH 10D PUD.
<u>32012010180000</u>	LOT 46, MONARCH MEADOWS PH 10D PUD.
<u>32012010190000</u>	LOT 43, MONARCH MEADOWS PH 10D PUD.
<u>32012010200000</u>	LOT 42, MONARCH MEADOWS PH 10D PUD.
<u>32012010210000</u>	LOT 41, MONARCH MEADOWS PH 10D PUD.
<u>32012010230000</u>	LOT 39, MONARCH MEADOWS PH 10D PUD.
<u>32012010240000</u>	LOT 40, MONARCH MEADOWS PH 10D PUD.
<u>32012010250000</u>	LOT 37, MONARCH MEADOWS PH 10D PUD.
<u>32012010260000</u>	LOT 36, MONARCH MEADOWS PH 10D PUD.
<u>32012010270000</u>	LOT 38, MONARCH MEADOWS PH 10D PUD.
<u>32012010280000</u>	LOT 35, MONARCH MEADOWS PH 10D PUD.
<u>32012010290000</u>	LOT 34, MONARCH MEADOWS PH 10D PUD.
<u>32012010300000</u>	LOT 33, MONARCH MEADOWS PH 10D PUD.
<u>32012010310000</u>	LOT 32, MONARCH MEADOWS PH 10D PUD.
<u>32012010320000</u>	LOT 31, MONARCH MEADOWS PH 10D PUD.
<u>32012010330000</u>	LOT 30, MONARCH MEADOWS PH 10D PUD.
<u>32012010340000</u>	LOT 29, MONARCH MEADOWS PH 10D PUD.
<u>32012010350000</u>	LOT 28, MONARCH MEADOWS PH 10D PUD.
<u>32012010360000</u>	LOT 27, MONARCH MEADOWS PH 10D PUD.
<u>32012010370000</u>	LOT 26, MONARCH MEADOWS PH 10D PUD.
<u>32012010380000</u>	LOT 25, MONARCH MEADOWS PH 10D PUD.
<u>32012010390000</u>	LOT 24, MONARCH MEADOWS PH 10D PUD.
<u>32012010400000</u>	LOT 23, MONARCH MEADOWS PH 10D PUD.
<u>32012010410000</u>	LOT 22, MONARCH MEADOWS PH 10D PUD.
<u>32012010420000</u>	LOT 21, MONARCH MEADOWS PH 10D PUD.
<u>32012010430000</u>	LOT 20, MONARCH MEADOWS PH 10D PUD.
<u>32012010440000</u>	LOT 19, MONARCH MEADOWS PH 10D PUD.
<u>32012010450000</u>	LOT 18, MONARCH MEADOWS PH 10D PUD.
<u>32012010460000</u>	LOT 17, MONARCH MEADOWS PH 10D PUD.
<u>32012010470000</u>	LOT 16, MONARCH MEADOWS PH 10D PUD.
<u>32012010480000</u>	LOT 15, MONARCH MEADOWS PH 10D PUD.
<u>32012060010000</u>	LOT 1, MONARCH MEADOWS PH 10D PUD.
<u>32012060020000</u>	LOT 2, MONARCH MEADOWS PH 10D PUD.
<u>32012060030000</u>	LOT 3, MONARCH MEADOWS PH 10D PUD.
<u>32012060040000</u>	LOT 4, MONARCH MEADOWS PH 10D PUD.
<u>32012060050000</u>	LOT 5, MONARCH MEADOWS PH 10D PUD.
<u>32012060060000</u>	LOT 6, MONARCH MEADOWS PH 10D PUD.
<u>32012060070000</u>	LOT 7, MONARCH MEADOWS PH 10D PUD.
<u>32012060080000</u>	LOT 8, MONARCH MEADOWS PH 10D PUD.
<u>32012060090000</u>	LOT 9, MONARCH MEADOWS PH 10D PUD.
<u>32012060100000</u>	LOT 10, MONARCH MEADOWS PH 10D PUD.
<u>32012060110000</u>	LOT 11, MONARCH MEADOWS PH 10D PUD.
<u>32012060120000</u>	LOT 12, MONARCH MEADOWS PH 10D PUD.
<u>32012060130000</u>	LOT 13, MONARCH MEADOWS PH 10D PUD.
<u>32012060140000</u>	LOT 14, MONARCH MEADOWS PH 10D PUD.