

After Recording Return To:  
2225 Murray Holladay Rd., Suite 111  
Salt Lake City, UT 84117

11760446  
11/15/2013 10:09:00 AM \$50.00  
Book - 10192 Pg - 8021-8025  
Gary W. Ott  
Recorder, Salt Lake County, UT  
SEB LEGAL LLC  
BY: eCASH, DEPUTY - EF 5 P.

**AMENDMENT TO THE AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND  
RESERVATION OF EASEMENTS OF GRANITE OAKS SUBDIVISION**

**This Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of Granite Oaks Subdivision (“Declaration”) is executed on the date set forth below by the Granite Homeowners’ Association (“Association”).**

RECITALS

A. Real property in Salt Lake County, Utah, known as the Granite Oaks Subdivision was subjected to covenants, conditions, and restrictions pursuant to the Declaration recorded March 27, 2008, in the Salt Lake County Recorder’s Office as Entry No. 10384440;

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

C. This amendment is intended to modify the terms listed below to better reflect the practices and desires of the Association and its owners.

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

E. The President certifies that the Declaration amendments were approved by the affirmative vote of at least 2/3 of all members of the Association present in person or represented by proxy at a meeting duly called for the purpose of amending the Declaration; and that all other requirements of Declaration Article XII, Section 12.2 related to amending the Declaration have been complied with;

**NOW, THEREFORE,** the Association hereby amends the Declaration as follows:

**Declaration Article VIII, Section 8.1(b) shall be amended to add a sentence at the end of the paragraph. The amended 8.1(b) shall read in its entirety as follows *(addition in italics)*:**

(b) Garages. Garages must be fully enclosed, accommodate a minimum of three (3) cars, and be equipped with automatic garage door openers. Homes and garages shall not be constructed so that the garage faces the front side of the dwelling. No more than three (3) single or two (2) double garage doors may face the same direction. Garages may not be the dominant architectural feature of the house. Carports are not permitted. *The Architectural Control*

*Committee may grant variances from these requirements. Any variances from these requirements shall require the prior written approval of the Architectural Control Committee.*

**Declaration Article VIII, Section 8.1(c) shall be amended in its entirety to read as follows:**

(c) Exterior Building Wall Materials. Brick, stone, stucco, and wood are permitted finishes for the exterior walls of living units and accessory buildings. A minimum of sixty percent (60%) of brick or stone must be used. Stone must be real stone. The use of any other materials as an exterior finish of the living unit or accessory building walls may be allowed upon prior approval of the Architectural Control Committee. The Architectural Control Committee may grant variances from these requirements. Any variances from these requirements shall require the prior written approval of the Architectural Control Committee.

**Declaration Article IX, Section 9.7(b) shall be amended to add the following as a new paragraph to the end:**

An Owner shall be liable for the maintenance, repair, and replacement of any damage caused by their contractors to neighboring Lots or public areas.

**Declaration Article XII, Section 12.1 shall be amended in its entirety to read as follows:**

12.1 Notices. All notices and other communications required under the Governing Documents shall be in writing.

- (a) Notices to Owners may be delivered using the following methods:
  - (i) By professional courier service or First-class U.S. mail, postage prepaid, to the address of the Lot or to any other address designated by the Owner in writing to the Association;
  - (ii) By hand to the address of the Lot or to any other address designated by the Owner in writing to the Association; or
  - (iii) By facsimile, electronic mail, or any other electronic means to an Owner's number or address, which has been used by the Owner in prior correspondence with the Association or as designated by the Owner in writing to the Association.
- (b) Notice to the Association may be delivered using the following methods:
  - (i) By professional courier service or First-class U.S. mail, postage prepaid, to the principal office of the Association as designated in writing to the Owners; or
  - (ii) By hand to the Association's president; or
  - (iii) By facsimile, electronic mail, or any other electronic means to the Association's contact as published by the Association to the Owners.

Notices sent via courier or mail shall be deemed received 3 days after being sent. Notices hand delivered or sent via electronic means shall be deemed received upon delivery or being sent.

**Declaration Article XII, Section 12.2 shall be amended in its entirety to read as follows:**

12.2 Amendments. This Declaration may be amended only by an affirmative vote of at least 2/3 of all members of the Association present in person or by proxy at a meeting duly called for such purpose. Written notice setting forth the purpose of the meeting and the substance of the proposed amendment shall be sent to all Members at least 10 but not more than 30 days prior to the meeting. The quorum required for any such meeting shall be as follows: at the first meeting, the presence of 60% of the members, present either in person or by proxy, shall constitute a quorum. If a quorum is not present at the first meeting, another meeting may be called (subject to the same notice requirements stated herein), at which a quorum shall be 30% of the members, present either in person or by proxy. No subsequent meeting shall be held more than 45 days following the immediately preceding meeting.

Any amendment authorized pursuant shall be effective upon recordation of an instrument executed by the President and Secretary of the Association. Such instrument shall set forth the substance of the amendment and shall contain a certification by the President and Secretary that all requirements imposed by this section have been complied with.

**Declaration Article XII, Section 12.4 shall be amended in its entirety to read as follows:**

12.4 Leases. "Leasing" means granting the right to use or occupy any portion of a Lot to a non-owner while no Owner occupies the Lot as their primary residence. Lots owned by business entities shall be considered leased regardless of who occupies the Lot. Lots owned by trusts shall not be considered leased as long as the occupant is either the trustor or beneficiary of the trust. Leasing of Lots shall be subject to this Section. All leases shall be in writing and shall have an initial term of a minimum of one (1) year. Dormitory, hostel, hotel, bed and breakfast, vacation, or nightly rentals are strictly prohibited. Houses may only be leased as a single premises to tenants living and using the premises as a single household, with rents paid as if from a single entity. Individual room rentals or rentals to multiple tenants not using the premises as a single household are strictly prohibited. Owners shall provide their tenants with a copy of the Declaration, Bylaws, and rules and regulations. All leases shall be subject to the Declaration, Bylaws, and rules and regulations. Leases shall require that all residents and guests comply with the Declaration, Bylaws, and rules and regulations. Leases shall also provide that failure to abide by the Declaration, Bylaws, and rules and regulations is a material breach of the Lease and shall be grounds for eviction. Any Owner who leases their Lot shall be responsible for assuring the residents' compliance with the Declaration, Bylaws, and rules and regulations. Upon written request (including a request via electronic means), the Owner shall provide the Association with a copy of the lease agreement and the names of all residents in the Lot. The Association shall be considered an intended beneficiary of the lease and shall have the right to evict tenants who fail to comply with the Declaration, Bylaws, or rules and regulations. However, the Association's right to evict shall only be exercised after 15 day notice has been given to the Owner and the Owner or tenants have failed to cure the breach. The Association may also fine the Owner for the tenants' violations of the Declaration, Bylaws, or rule and regulations. The Association's enforcement rights hereunder are cumulative and the use of one shall not preclude the use of others.

IN WITNESS WHEREOF, the Association, by and through its President and Secretary, have executed this Amendment to the Declaration as of the 15<sup>th</sup> day of November, 2013.

**GRANITE OAKS HOMEOWNERS' ASSOCIATION, INC.**

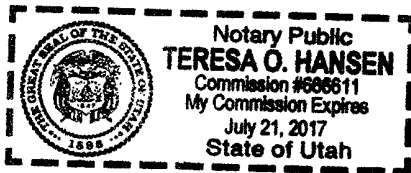
Richard Schutt  
\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

STATE OF UTAH                    )  
  :SS  
County of Salt Lake            )

On the 15<sup>th</sup> day of November, 2013, personally appeared Richard Schutt and \_\_\_\_\_ who, being first duly sworn, did that say that they are the President and Secretary of the Association, certified that all requirements of Declaration 12.2 have been complied with, and that said instrument was signed in behalf of said Association by authority of its Board; and each of them acknowledged said instrument to be their voluntary act and deed.

Teresa O. Hansen  
\_\_\_\_\_  
Notary Public for Utah



**EXHIBIT A  
LEGAL DESCRIPTION**

ALL LOTS GRANITE OAKS SUDBIVISION AMENDED AND GRANITE OAKS  
SUBDIVISION SECOND AMENDED AS SHOWN ON THE RECORDS OF THE SALT  
LAKE COUNTY RECORDER'S OFFICE.

Parcel ID Nos.:

Block / Building	Type	Lot / Quarter	Parcel Number	Obsolete?
	L	1	28-01-353-005-0000	N
	L	4	28-12-104-004-0000	N
	L	5	28-12-104-005-0000	N
	L	6	28-12-104-006-0000	N
	L	7	28-12-101-041-0000	N
	L	8	28-12-101-040-0000	N
	L	9	28-12-101-039-0000	N
	L	19	28-12-101-037-0000	N
	L	20	28-12-101-036-0000	N
	L	21	28-12-101-035-0000	N
	L	22	28-12-101-034-0000	N
	L	23	28-12-102-002-0000	N
	L	24	28-01-352-017-0000	N
	L	25	28-01-352-018-0000	N
	L	26	28-01-352-016-0000	N
	L	27	28-01-352-015-0000	N
	L	28	28-12-103-017-0000	N
	L	29	28-12-103-018-0000	N
	L	30	28-12-103-019-0000	N
	L	31	28-12-103-020-0000	N
	L	32	28-12-103-021-0000	N
	L	33	28-12-103-022-0000	N
	L	34	28-12-103-015-0000	N
	L	35	28-12-103-014-0000	N
	L	36	28-12-103-013-0000	N
	L	37	28-12-103-012-0000	N
	L	38	28-12-103-016-0000	N
	L	39	28-12-101-038-0000	N
	P	A	28-12-101-033-0000	N
	L	1	28-01-353-005-0000	N
	L	1	28-01-353-006-0000	N
	L	2	28-01-353-007-0000	N
	L	3	28-01-353-008-0000	N