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Gary W. Ott
Recorder, Salt Lake County, UT
RICHARDS KIMBLE & WINN
BY: eCASH, DEPUTY - EF 5 P.

**AMENDMENT TO THE DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SPRING HOLLOW HOMEOWNERS ASSOCIATION**

This Amendment to the Declaration of Covenants, Conditions and Restrictions (“Declaration”) is made on the date evidenced below by the Spring Hollow Homeowners Association (“Association”).

RECITALS

- A. Certain real property in Salt Lake County, Utah, known as the Spring Hollow Community, was subjected to certain covenants, conditions, and restrictions pursuant to a Declaration of Covenants, Conditions and Restrictions recorded on March 16, 2006, as Entry Number 9664003, as amended (the “Declaration”);
- B. Subsequent amendments to the Declaration have been recorded and shall remain in force and effect unless such amendments contract this document, in which case this amendment shall control and be binding upon all owners/members of the Association, all lots, homes and residences situated on the property described in **Exhibit A**, attached hereto.
- 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 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 interests 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 and help protect livability and property values for all owners.
- E. Pursuant to the Declaration, the Management Committee hereby certifies that at required number of affirmative membership votes were received to approve this Amendment.

NOW THEREFORE, the Association hereby amends and replaces Article III, Paragraph 6 of the Declaration in its entirety as follows:

6. Leases.

6.1 Owner-Occupancy Required. Every Lot shall be "Owner-Occupied," except as provided below ("Lot" shall include every residential dwelling). Owner-Occupied means the non-exclusive occupancy of a Lot as a primary residence by:

A. The vested Owner of the Lot as shown in the records of the Salt Lake County Recorder; any trustee or beneficiary of a trust owning a Lot; any member or shareholder owning a beneficial interest of at least 25% of an LLC or corporation owning a Lot; any signer on a mortgage or trust deed encumbering a Lot, or

B. Any child, descendant, parent, ancestor, stepchild, stepparent, child-in-law, parent-in-law, sibling, or spouse of any person described in 6.1A above.

As long as a Lot is occupied by one or more persons described in 6.1 above, the Lot shall be deemed Owner-Occupied for purposes of this Section 6, regardless of whoever else concurrently occupies the Lot.

6.2 Grandfather Status. Notwithstanding Section 6.1, all Owners who are renting a non-Owner Occupied Lot at the time that this Amendment is recorded may continue to rent such Lot until the time that the current lease expires, terminates or the lessee (tenant) leaves the Lot, whichever is earlier. Thereafter, all Lots shall be required to be Owner-Occupied as defined herein.

Notwithstanding anything to the contrary contained herein, if an Owner sells his her or its Lot at a time when there is a lease in effect, the lease shall continue until the termination or expiration of the lease. However, the purchaser of said Lot shall not have the right to re-lease the Lot after such purchaser takes title to the Lot, except for the remainder of the term of the lease in place at the time of purchase.

"Rent" and "lease," and any of their derivatives, means regular, exclusive occupancy of a Lot by a person or persons other than the Owner in exchange for the payment of rent in the form of money, property or other goods or services of value.

6.3 Hardship Exemption. Notwithstanding anything herein to the contrary, to avoid undue hardships or extreme practical difficulties such as might occur in certain circumstances of job relocation, disability, military service, charitable service, or other similar situations, the Management Committee shall have the discretion to approve an Owner's application to temporarily rent the Owner's Lot or to approve non-Owner-Occupancy of a Lot, subject to the requirements herein. Any additional hardship exemptions **required** by Utah Law, Title 57-8a-209, as the same may be amended from time to time, shall be granted by the Management Committee. The Management Committee reserves the right to adopt and repeal policies to

establish criteria for hardship exemptions.

6.4 Permitted Leases, Lease Agreements - Requirements. Except for permitted Hardship Exemptions, any permitted lease agreements between an Owner and a lessee (including any grandfathered Lots described above) must be in writing and must provide, among other things, 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, the Bylaws, and the Rules and Regulations of the Association (“governing documents”). Said lease shall further provide that any failure by the lessee to comply with the terms of the foregoing documents shall be a default under the lease. If any lease does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be a part of the lease and binding on the Owners and lessee by virtue of their inclusion in this Declaration amendment.

All lease agreements shall contain as an attachment to the lease agreement, a copy of the current Rules and Regulations of the Association.

Unless otherwise prohibited by Utah law, within 10 days of a Lot being rented, the Owner must provide the Association with a copy of the signed lease agreement and the name(s) of all tenants, including the names of all individuals who will occupy the Lot, and the Owner must keep such information updated with the Association within 15 days of any change.

No Owner shall rent less than the entire Lot (e.g., individual room renting is prohibited),

No Owner shall be permitted to lease his/her Lot for transient, hotel, seasonal, corporate, executive or other similar purposes.

The minimum term of any permitted lease shall be at least one (1) year. Daily or weekly rentals are prohibited.

Any Owner who is permitted lease his/her Lot, including grandfathered Lots, shall be responsible for assuring compliance by the lessee with the Association’s governing documents described above. Failure by an Owner to take legal action, including the institution of forcible entry and unlawful detainer proceeding against his/her lessee who is in violation of the Association’s governing documents within ten (10) days after receipt of written demand to do so from the Committee, shall entitle the Association to take any and all such action including the institution of proceedings in forcible entry and unlawful detainer on behalf of such Owner against his/her lessee. Neither the Association nor any agent of the Association shall be liable to the Owner or lessee for any eviction under this Section that is made in good faith. Any expenses incurred by the Association, including attorney fees and costs of suit, shall be repaid to it by the Owner and may be assessed to the Owner as an assessment, with all of the penalties and remedies for failure to pay an assessment as contained in the governing documents.

In addition to any other remedy available, Owners may be subject to fines for actions and behavior of their lessees for violations of the governing documents.

EXHIBIT A

LEGAL DESCRIPTION

All Lots and Common Area contained within SPRING HOLLOW AT BATEMAN FARM PH, 1, 2, 3, 4, as recorded in the office of the Salt Lake County Recorder.

First parcel: 21233520860000