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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
EUGENE CAMPBELL  
1651 PEACEFUL CIRCLE  
SOUTH JORDAN UT 84095  
BY: DDA, DEPUTY - WI 4 P.

After recording mail to:

RICHARDS KIMBLE & WINN, P.C.  
2040 Murray-Holladay Rd., Suite 106  
Salt Lake City, Utah 84117

**AMENDMENT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS #4  
OF THE COTTAGES AT TEMPLE VIEW HOMEOWNERS ASSOCIATION**

A. Certain real property in Salt Lake County, State of Utah, known as The Cottages at Temple View Condominiums project was subjected to certain covenants, conditions, and restrictions pursuant to a Declaration recorded on October 10, 2002, as Entry Number 8382733, in the Recorder's Office for Utah County, Utah.

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

C. So as to achieve a stabilized community of Owner-occupied units, to avoid artificial inflation of prices caused by speculator resale, to ensure compliance with secondary mortgage requirements, and to otherwise avoid communal ills often associated with high levels of tenancy, The Cottages at Temple View Homeowners Association Inc. (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. Pursuant to Section 10.2 of the Declaration, the undersigned officer hereby certifies that the voting requirements to amend the Declaration have been satisfied to adopt this Amendment.

**NOW THEREFORE**, the Association hereby amends the Declaration to include the following:

**7.17. Rental Policy.**

(a) Rental Prohibition. Except as otherwise provided below, no Owner may cause their Living Unit in the Condominium Development to be rented at any time ("Rental Prohibition").

(b) Definition of Rental. "Rent," "Rental," "Renting," or "Rented" means:

(a) a Living Unit owned by a natural person(s) (not an entity or trust) that is occupied by someone, but is not occupied by the Living Unit's Owner, or the Living Unit Owner's spouse, parent, child, or sibling, as their primary residence;

(b) a Living Unit owned by an entity or trust, regardless of who occupies the

Living Unit, unless the trust or entity was created for estate planning purposes and was created for: (i) the estate of a current resident of the Living Unit; or (ii) the spouse, parent, child, or sibling of the current resident of the Living Unit.

(c) Exemptions for Existing Rentals, Hardship. Notwithstanding the Rental Prohibition, the following Living Unit Owners may rent their Living Unit (every provision in this Amendment except the Rental Prohibition shall apply to such Living Unit Owners).

(1) all Owners of Units which are rented at the time that this Amendment is recorded until: the Living Unit is conveyed, sold or transferred by deed; the Owner occupies the Living Unit; an officer, owner, member, trustee, beneficiary, director, or person holding a similar position of ownership or control of an entity or trust that holds an ownership interest in the Living Unit occupies the Living Unit; any signer on a mortgage or trust deed encumbering the Living Unit occupies the Living Unit (a Living Unit which is being rented by an Owner at the time of the Owner's death and is passed to the heirs of such an Owner through intestacy or a testamentary instrument may continue to be rented until the heir(s) sell or occupy the Living Unit as provided above), or

(2) a Living Unit Owner who has been granted a hardship exemption by the Board in writing. Upon receipt of an application for hardship exemption, the Board shall grant such an exemption for: a Living Unit owner in the military for the period of the Living Unit Owner's deployment (the exemption shall not expire during said period); and a Living Unit Owner whose employer has relocated such Living Unit Owner for no less than (2) two years. Any other hardship exemption shall only be granted to avoid undue hardships or extreme practical difficulties, such as might occur in certain circumstances of disability, charitable service, or other similar situations, as solely determined by and at the discretion of the Board. A hardship exemption shall expire one (1) year from issuance, at which point the Owner shall cease to rent the Living Unit unless another hardship exemption has been granted in writing.

(d) The Lease Agreement. If an Owner is allowed to rent their Living Unit as provided in this Amendment, any lease agreement between an Owner and a lessee must be in writing. In addition, the Owner, tenant, and the Association shall execute a supplemental lease agreement containing, at a minimum, the following terms: (i) the lease is for the entire Living Unit; (ii) Owner understands and agrees he/she is transferring to tenant any right to use Common Area facilities; (iii) no assignments or subleases will be permitted; (iv) tenant agrees to comply with the Association's governing documents and to be subject to the same disciplinary procedures and fines as Owners; (v) tenant agrees to pay to the Association all future lease payments upon demand by the Association in the event the Owner becomes delinquent in payment of Assessments; (vi) Owner agrees to assign rents to the Association; (vii) Owner grants the Association the power to institute an unlawful detainer action on his/her behalf for violation of the terms of the supplemental lease agreement; (viii) tenant agrees to hold harmless the Association; (ix) the prevailing party in an action arising out of the supplemental lease agreement shall be entitled to recover attorneys' fees; and (x) in the event of a conflict, the terms of the

supplemental lease agreement supersede the terms of any other agreement between Owner and tenant.

(e) Transfer of Common Area Privileges. An Owner renting a Living Unit pursuant to this Amendment automatically relinquishes to their Living Unit's residents the Owner's rights to use the Common Area facilities.

(f) Transfer of Occupancy. If an Owner is allowed to rent their Living Unit as provided in this Amendment, Owners living offsite shall promptly provide the Association with the names all Living Unit residents and any change in occupancy.

(g) Repair Damage. If an Owner is allowed to rent their Living Unit as provided in this Amendment, Owners shall promptly repair any damage to the Common Areas caused by their tenants or tenants' family, guests, invitees, or pets.

7.8 Governing Documents; Unlawful Detainer (Eviction). If an Owner is allowed to rent their Living Unit as provided in this Amendment, Owners shall provide their tenants with copies of all Association governing documents, including, but not limited to, the CC&Rs, Bylaws, and rules, as well as any applicable amendments, and must ensure compliance with all provisions of the governing documents. An Owner's failure to take legal action against his/her tenant who is in violation of the governing documents (including the institution of proceedings in unlawful detainer, i.e. eviction proceedings) within ten (10) days after receipt of written demand to do so from the Board shall entitle the Association to institute unlawful detainer proceedings on behalf of such Owner and against the tenant.

7.9 Fines, Sanctions and Attorney Fees. The Board shall have the power to enforce the Association's governing documents, including by obtaining injunctive relief from the courts, by issuing fines, by terminating recreational facility access or any common service paid for as a common expense, and by utilizing any other remedy authorized by law or the governing documents in order to maintain and operate the project and to enforce these rental restrictions. Each violation of any requirement herein is hereby specifically listed as an offense which is subject to a fine in the amount of \$250 or the amount stated in a separate schedule of fines, whichever is less. Any expense the Association incurs, including attorney fees and costs, with or without suit, shall automatically be an Assessment against the Lot.

7.10 Lease Payments by Tenant to Association. If an Owner who rents his or her Living Unit pursuant to this Amendment fails to pay an assessment for more than sixty (60) days after the assessment is due, the Board may demand that the tenant pay to the Association all future lease payments due to the Owner, beginning with the next monthly other periodic payment, until the amount due to the Association is paid in accordance with the procedures established by law.

IN WITNESS WHEREOF, THE COTTAGES AT TEMPLE VIEW HOMEOWNERS ASSOCIATION INC. has executed this Amendment to the Declaration as of the 21<sup>st</sup> day of JANUARY, ~~2014~~<sup>2015</sup> in accordance with the Declaration.

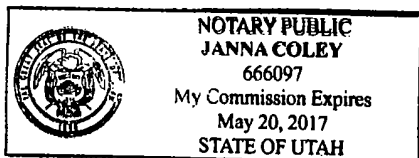
**THE COTTAGES AT TEMPLE VIEW HOMEOWNERS ASSOCIATION INC.,**  
**a Utah nonprofit corporation,**

Eugene L. Campbell  
By:  
Its: President

Marilyn G. Garner  
By:  
Its: Secretary

STATE OF UTAH )  
COUNTY OF SALT LAKE ) :SS

On the 21 day of Jan, ~~2014~~<sup>2015</sup>, personally appeared before me Eugene Campbell and Marilyn Garner, who being by me duly sworn did that say that they are the President and Secretary of the Association and that said instrument was signed in behalf of said Association by authority of its Board; and acknowledged said instrument to be their voluntary act and deed.



Janna Coley  
Notary Public