

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

12200625  
1/6/2016 12:10:00 PM \$66.00  
Book - 10393 Pg - 4708-4713  
Gary W. Ott  
Recorder, Salt Lake County, UT  
SEB LEGAL LLC  
BY: eCASH, DEPUTY - EF 6 P.

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

**This Amendment to the Declaration of Covenants, Conditions, Restrictions for Plymouth Avenue (“Declaration”) is executed on the date set forth below by the Plymouth Avenue Towns Homeowner’s Association (“Association”).**

RECITALS

- A. Real property in Salt Lake County, Utah, known as Plymouth Avenue Townhomes was subjected to covenants, conditions, and restrictions pursuant to a Declaration recorded January 27, 2010, in the Salt Lake County Recorder’s Office as Entry No. 10886611;
- 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 existing rental restrictions;
- D. All capitalized terms in this amendment shall have the same meaning as given to them in the Declaration;
- E. 67% of all Class A Members have voted to approve this Amendment as required by Declaration Article VIII, Section 8.17;

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

**Declaration Article VII, Section 7.26 shall be amended in its entirety to read as follows:**

7.26 Leases. “Lease” or “rent” shall mean a non-owner occupied Unit. “Lease” or “rent” shall not mean a non-owner occupied Unit where the Owner’s parents, children, or siblings occupy the Unit. All lease agreements with respect to any Unit shall be in writing and submitted to the Board. The minimum term for all leases, licenses, or occupancy agreements shall be for thirty (30) days, and shall state that the lease agreement shall be subject to this Declaration and the rules and regulations. Owners of any Units leased must provide their current address and telephone number(s) to the Association. Owners of leased Units shall provide the Association with the names and phone numbers for the residents and shall keep the contact information current. Each time residents change, the Owner shall be required to submit to the

Association a new lease agreement showing the minimum term and submit new contact information for the residents.

Up to 20% of Units may be leased at any given time, not including Units leased because of hardship or leased to parents, children, or siblings of the Owner ("Lease-Limit").

Prior to leasing any Unit, an Owner shall occupy their Unit for at least twelve (12) consecutive months before it can qualify as a permissible rental Unit ("Minimum Occupancy Period"). For purposes of this section only, "occupy" shall mean that a Unit shall be owned by the same Owner for a period of at least twelve (12) consecutive months, whether physically occupied by said Owner or not, prior to being made available for rent.

Prior to leasing any Unit, an Owner shall pay all assessments, fines, or other charges due to the Association.

Prior to leasing any Unit, an Owner shall apply to the Board or their agent for approval. The Board or their designated agent shall review the application and make a determination of whether the lease agreement contains all necessary terms and:

- 1) The Unit has been occupied by the owner for at least 12 months; and
- 2) The Owner has paid all outstanding assessments, fines, and other charges; and at least one of the following applies:
  - a. There are available rentals under the Lease Limit;
  - b. The Owner qualifies for a hardship;
  - c. The Unit is being rented to the Owner's parents, children, or siblings; or
  - d. The Owner is a Grandfathered Owner.

If all conditions are met, the Board shall approve the rental.

Once a Unit has been approved to be leased, the Owner shall submit proof within 14 days of one of the following showing that they are a good landlord ("good landlord requirement"):

- 1) Certification that the Owner has completed the "Good Landlord Program" administered by the Utah Apartment Association or other authorized agency; or
- 2) Proof that the Unit will be managed by an Association approved professional property management company. The list of approved companies or information about how to become an approved company shall be maintained by and available from the Board or its agent.

Notwithstanding the above, in order to avoid undue hardships or practical difficulties the following classes of Owners shall be exempt, after review and approval of the Board, from the Minimum Occupancy Period and the Lease Limit:

- 1) An Owner in the military for the period of the Owner's deployment;

- 2) An Owner whose employer has relocated the Owner for no less than two years; or
- 3) A Unit 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 current occupant of the Unit; or the parent, child, or sibling of the current occupant of the Unit.

Once the Board receives adequate proof of one of the hardships listed above, it shall approve the hardship. In addition to the hardships listed above, the Board may grant a hardship exception for any Owner demonstrating extreme hardship circumstances. The Owner requesting an extreme hardship exception shall be required to prove to the Board the hardship. The Board, in its sole discretion, may grant extreme hardship exceptions only after reviewing the evidence provided by the Owner and determining that severe and unusual circumstances exist.

Owners of Units on the date this Amendment was recorded ("Grandfathered Units") shall be exempt, after review and approval from the Board, from the Minimum Occupancy Period and Lease-Limit and shall remain on the list of approved lease Units until:


- 1) The Owner transfers the Unit by deed;
- 2) The Owner grants a life estate in the Unit; or
- 3) If owned by a business entity, the Owner sells or transfers more than 51% of its shares, stock, membership interests, or partnership interests within a 12 month period.

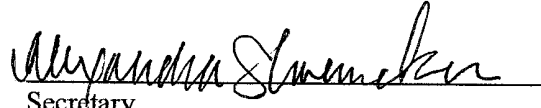
Grandfathered Units shall comply with all other provisions of this section including the minimum lease term and good landlord requirement. If a Unit is leased at the time this Amendment is recorded, Grandfathered Units must comply with the good landlord requirement within a reasonable time after the recordation of this amendment, not to exceed 90 days. Grandfathered Units shall be subject to the remedies authorized in this section for failure to comply with the restrictions herein.

If an Owner fails to receive the required approval and leases their Unit, or leases their Unit after the Board has denied the Owner's application, the Board may assess fines against the Owner and the Unit 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. Any costs, including attorney's fees, incurred in terminating a noncompliant lease will be charged to the Owner as an assessment and will be collectable as such.

IN WITNESS WHEREOF, the Association, by and through its President and Secretary, has executed this Amendment to the Declaration as of the \_\_\_ day of \_\_\_\_\_, 2015, and certify that the number of votes required to amend the Declaration were obtained.

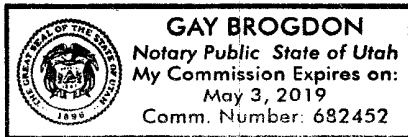
**PLYMOUTH AVENUE TOWNS HOMEOWNER'S ASSOCIATION**

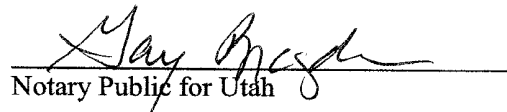
  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

STATE OF UTAH                    )  
County of Salt Lake            ):SS

On the 17 day of Dec, 2015, personally appeared Brett Cross  
and Alexandra Shoemaker 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.



  
\_\_\_\_\_  
Notary Public for Utah

**EXHIBIT A  
LEGAL DESCRIPTION**

ALL UNITS AND COMMON AREAS IN PLYMOUTH AVENUE TOWNHOMES PHASES 1 THROUGH 10 AS SHOWN ON THE OFFICIAL MAPS THEREOF ON FILE IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Parcel Nos:

Block / Building	Type	Lot / Quarter	Parcel Number	Obsolete?
	U	101	15-36-277-081-0000	N
	U	102	15-36-277-080-0000	N
	U	103	15-36-277-079-0000	N
	U	104	15-36-277-078-0000	N
	U	105	15-36-277-077-0000	N
	U	AREA	15-36-277-123-0000	N
	U	201	15-36-277-085-0000	N
	U	202	15-36-277-084-0000	N
	U	203	15-36-277-083-0000	N
	U	204	15-36-277-082-0000	N
	U	301	15-36-277-090-0000	N
	U	302	15-36-277-089-0000	N
	U	303	15-36-277-088-0000	N
	U	304	15-36-277-087-0000	N
	U	305	15-36-277-086-0000	N
	U	401	15-36-277-095-0000	N
	U	402	15-36-277-094-0000	N
	U	403	15-36-277-093-0000	N
	U	404	15-36-277-092-0000	N
	U	405	15-36-277-091-0000	N
	U	501	15-36-277-096-0000	N
	U	502	15-36-277-097-0000	N
	U	503	15-36-277-098-0000	N
	U	504	15-36-277-099-0000	N
	U	601	15-36-277-104-0000	N
	U	602	15-36-277-103-0000	N
	U	603	15-36-277-102-0000	N
	U	604	15-36-277-101-0000	N
	U	605	15-36-277-100-0000	N
	U	701	15-36-277-105-0000	N
	U	702	15-36-277-106-0000	N
	U	703	15-36-277-107-0000	N
	U	704	15-36-277-108-0000	N
	U	705	15-36-277-109-0000	N
	U	801	15-36-277-110-0000	N

	U	802	15-36-277-111-0000	N
	U	803	15-36-277-112-0000	N
	U	804	15-36-277-113-0000	N
	U	805	15-36-277-114-0000	N
	U	901	15-36-277-118-0000	N
	U	902	15-36-277-117-0000	N
	U	903	15-36-277-116-0000	N
	U	904	15-36-277-115-0000	N
	U	1001	15-36-277-119-0000	N
	U	1002	15-36-277-120-0000	N
	U	1003	15-36-277-121-0000	N
	U	1004	15-36-277-122-0000	N