

WHEN RECORDED RETURN TO:
Crystal Cove P.U.D., Property Owners
Association, Inc.
11027 Crystal View Way
South Jordan, Utah 84095

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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
CRYSTAL COVE PUD OWNERS ASSN
11027 CRYSTAL VIEW WAY
SOUTH JORDAN UT 84095
BY: TJA, DEPUTY - WI 6 P.

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

OF

CRYSTAL COVE, P.U.D.

a Planned Unit Development in South Jordan, Utah

This Amendment to the Amended Declaration of the Covenants, Conditions, and Restrictions of Crystal Cove, P.U.D. (the "Amendment"), is made this 21 day of July, 2016, by the Crystal Cove P.U.D. Property Owners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, the Amended Declaration of Covenants, Conditions, and Restrictions of Crystal Cove, P.U.D. (the "Amended Declaration"), was filed with the Salt Lake County Recorder on November 4, 2008, at Entry Number 10555480; and

WHEREAS, on July 16, 2016, the Association, during a Special Meeting of the Association, voted to amend Section 8.14 of the Amended Declaration.

NOW THEREFORE, the Amended Declaration is amended as follows:

1. The above recitals are true and correct and form a material part of this Amendment.
2. Except as expressly and specifically amended herein below, the terms of the Amended Declaration remain the same and remain in full force and effect.
3. Section 8.14 of the Amended Declaration is revoked in its entirety and the following section is enacted in its place:

8.14 Rental of Residential Units

Section 1. Restriction on Renting and Leasing Lots. Subject to the exemptions stated herein below, the renting or leasing of any Lot within the Property is prohibited. Leasing or renting means granting the right to use or occupy a Lot to an individual or entity that is not an Owner while no Owner occupies the Lot as their primary residence.

Section 2. Exemptions. The following are exempt from the rental restriction in Section 1:

- a. An Owner in the military for the period of the Owner's deployment;
- b. A Lot occupied by an Owner's parent, child, or sibling;
- c. An Owner whose employer has relocated the Owner for no less than two (2) years; or
- d. A Lot owned by a trust or other entity created for estate planning purposes if the trust or the estate planning entity was created for:
 - i. The estate of a current resident of the lot; or
 - ii. The parent, child, or sibling of the current residence of the lot.

Section 3. Grandfathered Exemption. An Owner that is currently renting or leasing a Lot prior to the date this Amendment is recorded with the Salt Lake County Recorder may continue to rent or lease the Lot until:

- a. The Owner occupies the Lot;
- b. An officer, owner, member, trustee, beneficiary, director, or person holding a similar position of ownership or control of an entity or trust that holds and ownership interest in the Lot, occupies the Lot; or
- c. The Lot is sold.

Section 4. Application for Grandfathering. Within thirty (30) calendar days of the Date this Amendment is recorded with the Salt Lake County Recorder, each Owner who was renting or leasing a Lot prior to the date this Amendment is recorded with the Salt Lake County Recorder and desires to continue to rent or lease the Lot, must give notice to the Board in writing of the Owners intent to continue renting or leasing the Lot.

Section 5. Extension of Grandfathering During Vacancy. An Owner in compliance with this Amendment may continue to rent or lease the Lot even if the lessee(s) changes or the Lot remains unoccupied in between lease terms, provided the Lot does not become occupied by the Owner or sold at any time after the Amendment Date as stated in Section 3 above.

Section 6. Inheritance and Grandfathering. A Lot that is being rented or leased by an Owner at the time of the Owner's death and is then passed to the heirs of such Owner by intestacy or testamentary instruments, may continue to be rented or leased until the heirs sell the Lot or the Lot becomes occupied by the new Owner(s) as stated in Section 3 above. Subject to Section 7 below, a purchaser of the Lot shall not have the right to rent or lease the Lot.

Section 7. Sale of Grandfathered Lot. If an Owner sells his Lot when a Lease is in effect with respect to that Lot, the Lease may continue to its termination. The purchaser of the Lot shall not have the right to rent or lease the Lot after purchaser takes title to the Lot, except for the remainder of the term of the Lease in place at the time of sale, which Lease shall not be renewed.

Section 8. Terms of Sale. Any agreement for the rental or leasing of a Lot (both above and hereafter referred to as "Lease") shall be in writing and shall provide that the terms of such Lease

shall be subject in all respects to the provisions of the Amended Declaration, this Amendment to the Amended Declaration, the Articles, Bylaws, Rules and Regulations and any other governing documents of the Association, and any amendments thereto (collectively the "Governing Documents"). The failure of a lessee to comply with the terms of the Governing Documents shall be a default under the Lease. Owners with the right to rent or lease a Lot shall be responsible for assuring compliance by such Owner's lessee(s) with the Governing Documents and the Lease. Failure of an Owner to cure the lessee's default within fifteen (15) calendar days after receiving written notice from the Board of such default, shall entitle the Association, through the Board, to take any and all such action, including the institution of proceedings in unlawful detainer and/or eviction, on behalf of such Owner against Lessee.

Section 9. Notification of Lease. Within fourteen (14) days of entering into a Lease regarding a Lot, an Owner shall furnish the Board with (i) a copy of the Lease (the lease amount may be redacted), (ii) the telephone number of the lessee, and (iii) any change in address or telephone number of the Owners. The Board may then cause copies of the Governing Documents to be delivered to the lessee. The Governing Document shall be binding on the lessee whether or not the Board delivers the Governing Documents to the lessee. Failure by an Owner to provide the information in this Section shall be deemed a default hereunder by such Owner. In the Event of a default under this section, the Board, after affording the Owner an opportunity to be heard, may levy a fine against such Owner in an amount determined by the Board, but in no event less than One Hundred Dollars (\$100.00). The Owner shall have fifteen (15) calendar days after receiving written notice of default from the Board to either pay the fine or request a hearing before the Board. If the fine is not timely paid, or a hearing requested, or the Board finds the Owner in violation after a hearing, the Board shall be entitled to exercise all of its rights hereunder by and under the law, including without limitation to (i) levy continuing fines against any Owner for each day the violation continues, each day being considered a separate violation, (ii) collect such fines, costs and attorney fees incurred in connection therewith, and (iii) if the Owner's right to rent or lease the Lot was obtained pursuant to Section 10 below, deem the owner in violation and terminate all further rights of the Owner to Lease the Lot.

Section 10. Hardship. If, at any time after this Amendment is recorded with the Salt Lake County Recorder, an Owner believes that they are enduring a hardship which requires the Owner to rent or lease the Owner's Lot (hereinafter the "Hardship"), the Owner may apply to the Board for a Hardship exemption from the rental restriction contained in this section.

- a. **Application.** The Owner must submit a request in writing to the Board seeking a Hardship exemption. The application must set forth in detail the reason(s) why the Owner needs a Hardship exemption from the rental restriction.
- b. **Approved Exemptions.** The following Hardship exemptions shall be deemed expressly approved for up to a maximum of three (3) years:
 - i. Religious service;
 - ii. Government services;
 - iii. Civic/Humanitarian services;
 - iv. The Owner is a mortgagee who has acquired title to the Lot through foreclosure or otherwise; and

- v. In the event the Owner must reside in a skilled nursing or assisted living facility, the Owner or their designated or appointed agent shall be allowed to rent or lease the Owner's Lot.
- c. Conditional Exemptions. In addition to the exemptions stated in Section 10(b) above, if, based on the information supplied to the Board by the Owner, the Board finds in its sole discretion, that a reasonable Hardship exists, the Board may grant a waiver of rent restriction for up to a maximum of one (1) year.
- d. Hardship Factors. Hardships that the Board may consider under subsection (c) above, shall include, but not be limited to: (i) Hardships for a death in the family, (ii) transfers for jobs, or (iii) one or more significant medical treatments for an Owner or an immediate family member of the Owner or for a person who resides with the Owner that requires the Owner to be away from the Owner's unit during the medical treatment. The Board, in its sole discretion, may determine if a Hardship exemption shall be granted.
- e. Application for Extension of Exemptions. If an Owner who has been granted a Hardship exemption wishes to extend the exemption, the Owner must apply at least thirty (30) days prior to the expiration of such exemption for an extension of the exemption. The Board, in its sole discretion, may decide if an extension of the Hardship exemption will be granted. In no event shall the exemption be extended for more than three (3) years.
- f. Limit of Exemptions. In no event shall more than three (3) Hardship exemptions, not including extensions, be given to an Owner.
- g. Leasing During Exemption. Any Lease entered into under this Subsection shall be in writing and for a period of no less than thirty (30) days, and no more than one year. The Lease will be subject to and must comply with all other requirements of this Amendment.

Section 11. Association Right to Lease. The Association shall have the right to lease any Lots owed by the Association or any Lot which the Association has possession of, pursuant to any court order or foreclosure (judicial or non-judicial), and said Lots shall not be subject to the rental restriction stated in this Amendment.

Section 12. Compliance with Governing Documents and Default. Owners who rent or lease a Lot are responsible for ensuring compliance by their lessee(s) with the Governing Documents. Failure of an Owner to take legal action, including the institution of proceedings in Unlawful Detainer and/or Eviction against the lessee in violation of the Governing Documents within fifteen (15) calendar days after receipt of written demand from the Board to take action against the lessee(s) in violation, shall entitle the Association, through the Board, to take any and all action available in law or equity, including without limitation the institution of proceedings in Unlawful Detainer/Eviction, on behalf of such Owner against his lessee. Additionally, if any Owner leases a Lot in violation of this Amendment, then after providing the Owner with the appropriate notice and hearing as required by law, the Owner fails to institute proceedings in Unlawful Detainer/Eviction against the lessee to have him removed from the Owner's Lot, then the Association may, but shall not have an obligation to, institute proceeding in Unlawful Detainer/Eviction on behalf of the Owner against the lessee to have the lessee evicted from the property. Any expenses incurred by the Association in enforcing this Amendment, including attorney fees and cost of suit, shall be repaid to

the Association by such Owner. Failure of the Owner to make repayment within fifteen (15) days after receipt of written demand thereof, shall entitle the Board to (i) levy and add to the assessment against such Owner and his Lot, all expenses incurred by the Association and to foreclose the assessment lien according to Utah law; and (ii) to file suit to collect the amounts due and owing.

Section 13. Notice. Notices required hereunder shall be deemed given three (3) days after placing the same in the U.S. First Class Mail postage pre-paid, to the last address of the Owner known to the Association. An Owner must notify the Association in writing of the Owners correct address and any subsequent change in address.

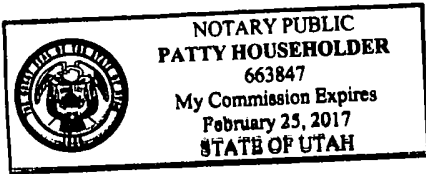
Section 14. Rules and Regulations of Association. The Association shall create, by rule or regulation, procedures to:

- (a) Determine and track the number of rentals and lots in the Association that are subject to the rental restrictions of this Amendment; and
- (b) Ensure consistent administration and enforcement of the rental restrictions.

IN WITNESS HEREOF, the Association has executed this Amendment to the Amended Declaration on the date set forth above.

CRYSTAL COVE, P.U.D., Property Owners Association, Inc.

By: William G. Wright
Name: WILLIAM G. WRIGHT
Title: PRESIDENT



STATE OF UTAH)
):ss
COUNTY OF SALT LAKE)

On this 21 day of July, 2016, personally appeared before me William G. Wright the President of the Crystal Cove P.U.D., Property Owners Association, Inc., and executed the foregoing document.

[Signature]
Notary Public

Exhibit A

Legal Description

BEGINNING AT POINT WHICH IS S 0°07'35"W, 12.65 FEET ALONG THE QUARTER SECTION LINE FROM THE NORTH QUARTER CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S89°52'25"E, 53.00 FEET; THENCE 39.27 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS S44°52'25"E, 35.36 FEET); THENCE S89°52'25"E, 390.50 FEET; THENCE 31.42 FEET ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS N45°07'35"E, 28.28 FEET); THENCE N00°07'35"E, 266.88 FEET; THENCE 197.98 FEET ALONG THE ARC OF A 382.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS N14°43'16"W, 195.77 FEET); THENCE 59.17 FEET ALONG THE ARC OF A 448.00 FOOT RADIUS CURVE TO THE RIGHT (CORD BEARS N25°47'05"W, 59.13 FEET); THENCE N00°07'35"E, 168.75 FEET; THENCE S89°55'40"E, 719.25 FEET TO THE WESTERLY BANK OF THE SOUTH JORDAN CANAL; THENCE ALONG SAID CANAL THE FOLLOWING EIGHT (8) COURSES: S14°50'50"W, 115.41 FEET; THENCE S16°25'09"W, 215.22 FEET; THENCE S23°00'54"W, 136.25 FEET; THENCE S09°07'25"W, 156.69 FEET; THENCE S10°26'04"W, 62.71 FEET; THENCE S10°26'02"W, 138.93 FEET; THENCE S08°38'32"W, 142.23 FEET; THENCE S02°41'41"W, 162.86 FEET; THENCE LEAVING THE WESTERLY RIGHT OF WAY OF SAID SOUTH JORDAN CANAL AND RUNNING N89°55'40"W, 411.61 FEET; THENCE N00°07'35"E, 315.89 FEET; THENCE 31.42 FEET ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS N44°54'24"W, 28.28 FEET; THENCE N89°52'25"W, 390.50 FEET; THENCE 39.27 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT (CORD BEARS S45°07'35"W, 35.36 FEET); THENCE N89°52'25"W, 53.00 FEET TO THE QUARTER SECTION LINE; THENCE N00°07'35"E, 116.00 FEET ALONG THE QUARTER SECTION LINE TO THE POINT OF BEGINNING.

Parcel Numbers

Lot	Parcel Number	Lot	Parcel Number	Lot	Parcel Number
1	27-22-206-001-0000	21	27-15-454-041-0000	43	27-15-454-022-0000
2	27-22-206-002-0000	22	27-15-454-012-0000	44	27-22-206-010-0000
3	27-22-206-003-0000	23	27-15-454-011-0000	45	27-22-206-009-0000
4	27-22-206-004-0000	24	27-15-454-056-0000	46	27-15-454-039-0000
5	27-22-206-005-0000	25	27-15-454-055-0000	47	27-15-454-038-0000
6	27-22-206-006-0000	26	27-15-454-054-0000	48	27-15-454-037-0000
7	27-22-206-007-0000	27	27-15-454-053-0000	49	27-15-454-036-0000
8	27-22-206-008-0000	28	27-15-454-052-0000	50	27-15-454-035-0000
9	27-22-206-015-0000	29	27-15-454-051-0000	51	27-15-454-034-0000
10	27-22-206-014-0000	30	27-15-454-050-0000	52	27-15-454-033-0000
11	27-22-206-013-0000	31	27-15-454-049-0000	53	27-15-454-032-0000
12	27-22-206-012-0000	34	27-15-454-013-0000	54	27-15-454-028-0000
13	27-22-206-011-0000	35	27-15-454-014-0000	55	27-15-454-029-0000
14	27-15-454-048-0000	36	27-15-454-015-0000	56	27-15-454-030-0000
15	27-15-454-047-0000	37	27-15-454-016-0000	57	27-15-454-031-0000
16	27-15-454-046-0000	38	27-15-454-017-0000	58	27-15-454-027-0000
17	27-15-454-045-0000	39	27-15-454-018-0000	59	27-15-454-026-0000
18	27-15-454-044-0000	40	27-15-454-019-0000	60	27-15-454-025-0000
19	27-15-454-043-0000	41	27-15-454-020-0000	61	27-15-454-024-0000
20	27-15-454-042-0000	42	27-15-454-021-0000	62	27-15-454-023-0000
				Area	27-15-454-040-0000