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11/29/2016 2:31:00 PM \$97.00  
Book - 10505 Pg - 3108-3110  
Gary W. Ott  
Recorder, Salt Lake County, UT  
SEB LEGAL LLC  
BY: eCASH, DEPUTY - EF 3 P.

When Recorded Return to:  
Christopher G. Jessop  
TERRY JESSOP & BITNER  
341 S. Main, Suite 500  
Salt Lake City, Utah 84111

## NOTICE OF RENTAL RESTRICTIONS

BE IT KNOWN TO ALL SELLERS, BUYERS AND TITLE COMPANIES either owning, purchasing or assisting with the closing of a property conveyance within The Cottages at 9<sup>th</sup>, A Planned Unit Development, (the "Development"), that a certain Declaration of Covenants, Conditions and Restrictions of The Cottages at 9<sup>th</sup>, A Planned Unit Development, was recorded on May 13, 2004 as Entry No. 9060819, Book 8987 at Pages 212-241 in the offices of the Salt Lake County Recorder. The Declaration, and the subsequent amendments thereto, include rental restrictions applicable to all Sellers and Buyers.

This document also serves as additional notice of the rental restrictions, as permitted by the Amended and Restated Declaration of Covenants, Conditions and Restrictions of The Cottages at 9<sup>th</sup>, A Planned Unit Development, as recorded in the offices of the Salt Lake County Recorder on October 19, 2016, as Entry 12392806, Book 10489, Page 7333.

1. **Rental Restriction.** Under the terms and conditions of the Declaration, no Owner within the development who has occupied their unit for less than twenty-four (24) consecutive months may lease his or her unit without the prior written consent of the Board, except as otherwise set required under Utah law. The restriction is designed to invite owners into the development who intend to live there for a significant period of time. The restriction is also designed to prohibit investors from purchasing a unit and immediately renting it to one or more tenants who may not have as much of an interest in maintaining the unit or the development as an owner/occupant. The sale of a unit to such an investor, or to a party who intends to lease the unit to one or more tenants within twenty-four (24) months of the sale, constitutes a violation of the Declaration, and is subject to the consequences and penalties set forth therein, including, but not limited to the imposition of fines against the owner and the eviction of the tenants.

2. **Allowed Rentals.** Owners who have occupied their units for at least twenty-four (24) consecutive months may lease their units, so long as the lease includes the entire unit, the lease term extends for not less than six (6) months, and so long as the lease otherwise complies with the terms and conditions of the Declaration.

3. **Runs with the Land.** The rental restrictions, as set forth in the Declaration, are intended to run with the land and to bind the successors in interest and assigns of each and every lot, and lot owner, within the Development in perpetuity. The Development is located in Salt Lake County, Utah, and is more particularly described as follows:

**SEE ATTACHED EXHIBIT A.**

**EXHIBIT A  
LEGAL DESCRIPTION**

ALL OF LOTS 1 through 84, contained within The Cottages at 9<sup>th</sup>, A Planned Unit Development, as the same is identified in the Plat recorded in the official records of the Salt Lake County Recorder,

In which Parcel # 22-20-404-007 is included.

TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas and Private Streets described and provided for in the Declaration of Covenants, Conditions and Restrictions of the Cottages at 9<sup>th</sup>, a Planned Unit Development," recorded on May 13, 2004, as Entry 9060819, Book 8987 at Pages 212-241 in the offices of the Salt Lake County Recorder.

ALSO DESCRIBED AS FOLLOWS:

**Beginning at a point which is West 855.94 feet and South 867.20 feet from the Center of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian said point of Beginning also being North 85°08'01" West 934.45 feet from said Center of Section to a County monument at the Intersection of 8800 South Street and 900 East Street, and South 0°00'30" East along said monument line 946.47 feet, and East 75.00 feet to said point of beginning and running thence East 126.10 feet; thence South 72°39'27" East 52.00 feet; thence East 44.94 feet; thence South 17.81 feet; thence South 89°40'18" East 326.35 feet to the West line I-215; thence South 55°39'37" East along said West line 212.52 feet to a 904.93 foot radius non tangent curve to the right the center of which bears South 52°17'05" West; thence Southeasterly along said West line and said curve to the right through a central angle of 27°47'04" a distance of 438.83 feet; thence West 642.10 feet; thence North 165.93 feet; thence East 18.00 feet; thence North 338.75 feet; thence West 273.91 feet; thence North 0°00'30" West 48.00 feet to the point of beginning. Contains 278,602 square feet or 6.3958 Acres.**

EXECUTED by the President and Secretary of the Board of Trustees for the Cottages at 9<sup>th</sup> Homeowners Association, Inc. (below on the day and year first above written).

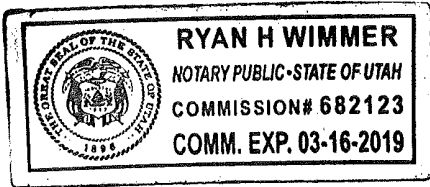
THE COTTAGES AT 9TH EAST HOMEOWNERS ASSOCIATION, INC.

By: *Kristina Sparks*  
Name: *Kristina Sparks*  
Title: President

By: *Milan Vasic*  
Name: *Milan VASIC*  
Title: Secretary

STATE OF UTAH            )  
  :SS  
COUNTY OF SALT LAKE )

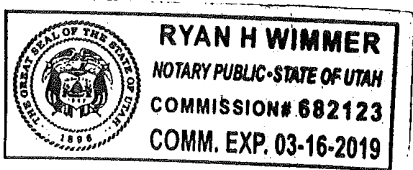
On the 17 day of November, 2016 personally appeared before me *Milan Vasic* who, being duly sworn did say that they he/she is the ~~President~~ <sup>Secretary</sup> of the Association and that the foregoing instrument was signed in behalf of said Association by authority of its Board of Trustees, and acknowledged said instrument to be his/her voluntary act and deed.



*[Signature]*  
NOTARY PUBLIC, Residing at:  
My Commission Expires:

STATE OF UTAH            )  
  :SS  
COUNTY OF SALT LAKE )

On the 17 day of November, 2016 personally appeared before me *Kristina Sparks* who, being duly sworn did say that they he/she is the ~~Secretary~~ <sup>President</sup> of the Association and that the foregoing instrument was signed in behalf of said Association by authority of its Board of Trustees, and acknowledged said instrument to be his/her voluntary act and deed.



*[Signature]*  
NOTARY PUBLIC, Residing at:  
My Commission Expires: