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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
RAY QUINNEY & NEBECKER
36 S STATE ST STE 1400
SLC, UT 84111
BY: MSA, DEPUTY - WI 6 P.

WHEN RECORDED, RETURN TO:

Ray Quinney & Nebeker P.C.
c/o Rich Madsen
36 South State Street Suite 1400
Salt Lake City, Utah 84111

**CERTIFICATE OF FIRST AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE TREES AT MURDOCH WOODS**

THIS CERTIFICATE OF FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE TREES AT MURDOCH WOODS ("First Amendment") is made and entered into as of the 20th day of December 2016, by Timothy C. Dahle, the President of the Trees at Murdoch Woods Homeowners Association (the "Association").

Recitals

A. The Trees at Murdoch Woods (the "Subdivision") comprises the real property located in Salt Lake County, Utah, described with particularity in Exhibit "A" hereto.

B. The Declaration of Covenants, Conditions and Restrictions for The Trees at Murdoch Woods (the "Declaration") was recorded March 8, 2000, as Entry No. 7590836, in the office of the Salt Lake County Recorder. Each capitalized term used in this First Amendment shall have the same meaning as is ascribed to such capitalized term in the Declaration, unless otherwise provided for herein.

C. This First Amendment has been adopted by the Members of the Association pursuant to authority reserved by Section 10.2 of the Declaration.

Amendment

NOW, THEREFORE, the Declarant hereby declares, certifies, covenants and agrees as follows:

1. Use of Lots and Living Units. Section 7.2 ("Use of Lots and Living Units") of the Declaration is hereby amended by adding the following language thereto:

All Living Units shall be owner-occupied and no lease or rental of any Lot or Living Unit for any period of time shall be permitted except as exempted pursuant to Utah Code Ann. § 57-8a-209 under subsection 1(a) below.

(a) The following Lot(s) and Living Unit(s) are exempted from the rental and lease prohibition:

(i) Any Lot or Living Unit owned by a Member in the military during the period of the Member's deployment;

(ii) Any Lot or Living Unit occupied by a Member's parent, child, or sibling;

(iii) Any Lot or Living Unit owned by a Member whose employer has relocated the Member for no less than two years; or

(iv) Any Lot or Living Unit owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for:

a) The estate of a current resident of the Lot or Living Unit;

b) The parent, child, or sibling of the current resident of the Lot or Living Unit.

(v) Any Member whose Lot or Living Unit is a rental before the time this First Amendment prohibiting rentals is recorded with the Salt Lake County Recorder may continue renting that Member's Lot or Living Unit until

a) the Member occupies the Lot or Living Unit; or

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 an ownership interest in the Lot or Living Unit occupies it.

(b) The Association shall create, by rule or resolution, a procedure to:

(i) Determine and track the number of rentals and lots in the association subject to the provisions described in Subsections (2)(a) and (b); and

(ii) Ensure consistent administration and enforcement of the rental restrictions.

(c) No gainful occupation, profession, or other non-residential use shall be conducted in any Living Unit or on any Lot, and no persons shall enter onto any Lot or Living Unit for engaging in such uses or for the purpose of receiving products, goods or services arising out of such usage; provided, however, gainful occupations or professions may be operated or maintained in a Living Unit provided that: (i) any such business, profession or trade may not require heavy equipment or create a nuisance or hazard within the Project, (ii) may not noticeably increase the traffic flow to the Project, (iii) may not be observable or detectable by sight, sound or smell from outside the Lot, and (iv) may only be carried on following approval from Holladay City and the affirmative vote of at least two-thirds (2/3) of all Members of the Association in the same manner required to amend the Declaration set forth in Section 10.2. Specifically, it is contemplated that certain "home office" businesses, professions or trades which rely heavily on the Internet and other similar types of technological advances may be operated or maintained within a Lot, subject to the foregoing limitations and all other limitations of this Declaration.

(d) Notwithstanding the foregoing, the following list of uses, which list shall not be considered an inclusive list, shall be strictly prohibited:

- (i) Any use in violation of applicable governmental laws, ordinances, codes, and regulations;
- (ii) Any use which constitutes a public or private nuisance;
- (iii) Any use which produces noise or sound which may be heard outside of any Living Unit and is objectionable due to intermittence, beat, frequency, shrillness or loudness;
- (iv) Any use which produces any noxious odor or which may be smelled outside any Living Unit including odors typically incidental to beauty and nail salons, restaurants, fast food restaurants or other food service establishments, other than such odors as are typically incidental to residential homes;
- (v) Any operation of a barber shop, beauty salon, or nail parlor;
- (vi) Any keeping of bees, chickens, goats, pigeons, ducks, turkeys, other poultry or other animals (with the exception of household pets such as dogs, cats and other domestic animals that will primarily reside inside a Living Unit) without the approval of Holladay City as required under the applicable zoning ordinances and regulations, and the affirmative vote of at least two-thirds (2/3) of all Members of the Association in the same manner required to amend the Declaration set forth in Section 10.2;
- (vii) Any use which produces any excessive quantity of dust, dirt or ash;
- (viii) Any use involving unusual fire, explosive or other damaging or dangerous hazards (including the storage, display or sale of explosives or fireworks); provided, however, this restriction shall not prohibit annual or other periodic displays of fireworks in connection with national, regional or other holidays or events of significance as permitted by Holladay City;
- (ix) Any warehouse, assembly, manufacturing, distillation, refining, smelting, agriculture or mining operation;
- (x) Any mobile home or trailer court, mortuary, labor camp, junkyard, stock yard or use involving animal raising;
- (xi) A cocktail lounge, bar, disco, bowling alley, pool hall, billiard parlor, skating rink, roller rink, amusement arcade,
- (xii) Any operation for drilling for and/or removal of subsurface substances, including but not limited to oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind;
- (xiii) Any operation involving dumping, disposal, incineration or reduction of garbage or refuse, other than in enclosed receptacles intended for such purposes;

(xiv) Any use involving the display or distribution of pornographic materials, adult books and magazines or X-rated videos or similar productions, and strip clubs and the like, and marijuana dispensers; and

(xv) Any use involving automobile sales or leasing; and

(xvi) Any retail or second hand store, auction house, flea market, fire sale, bankruptcy or going out of business sale business, marijuana dispensers, and automobile sales.

2. Amendment. Section 10.2 (“Amendment”) is hereby amended by deleting the following phrase from the second to last sentence thereof:

“and shall also be approved by the Salt Lake County Attorney”

3. No Further Amendment. To the extent the terms of this First Amendment modify or conflict with any provisions of the Declaration, the terms of this First Amendment shall control. All other terms of the Declaration not modified by this First Amendment shall remain the same.

[Signatures on following pages]

IN WITNESS WHEREOF, the undersigned has executed this First Amendment as of the day and year first above written.

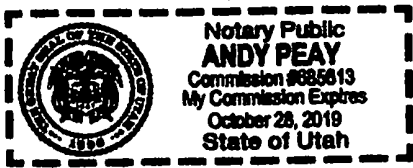
THE TREES AT MURDOCH WOODS
HOMEOWNERS ASSOCIATION

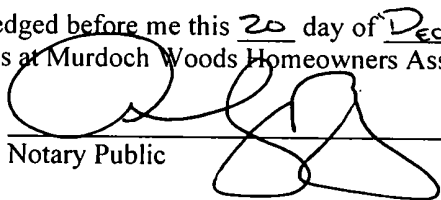

By: TIMOTHY C. DAHLE
Title: President

By signing above, I, TIMOTHY C. DAHLE, as President of the Trees at Murdoch Woods Homeowners Association, hereby certify that the vote of the Members required to adopt this First Amendment occurred pursuant to Section 10.2 of the Declaration.

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

The foregoing instrument was acknowledged before me this 20 day of DECEMBER, 2016 by TIMOTHY C. DAHLE, as President of the Trees at Murdoch Woods Homeowners Association.





Notary Public

1353459

EXHIBIT "A"

The following described real property situated in Salt Lake County, State of Utah.

ALSO DESCRIBED AS FOLLOWS:

Beginning at a point 957 feet S89°56'E and 27.51 feet North from the Southwest corner of Section 15, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence N2°20'E 12.50 feet; thence N89°56'W 15.38 feet to the Southeast corner of Quail Hollow P.U.D. according to the official plat thereof on file in the office of the Salt Lake County Recorder, as Entry No. 4690280 in Book 88-10 of plats, page 104; thence N2°50'E 618.88 feet along the Easterly line of said Quail Hollow to the Southerly line of Linden Circle Subdivision according to the official plat thereof on file in the office of the Salt Lake County Recorder, as Entry No. 2865716 in Book 76-10 of plats, page 218; thence N89°30'E along the South line of said Linden Circle Subdivision 8.25 feet; thence N3°06'E along the East line of said Linden Circle Subdivision 52.98 feet to the Southerly line of the Johnsonville Subdivision according to the official plat thereof on file in the office of the Salt Lake County Recorder, as Entry No. 1374373 in Book "0" of plats, page 17; thence East along the South line of said Johnsonville Subdivision 309.06 feet to the Southeast corner thereof; thence S3°06'W 4.67 feet to a fence line; thence S88°56'E along a fence line and fence line extended 128.96 feet to a block wall; thence S1°47'W 37.01 feet along said block wall line and line extended to the South side of a rock lined ditch; thence East 4.34 feet to a fence line extended; thence S4°25'28"W 270.63 feet along an old fence line and line extended; thence S4°12'21"W 234.50 feet along said line to the North line of the Nielsen property; thence West along said Nielsen property 140.46 feet to the Northwest corner thereof; thence S2°20'W 135.97 feet; thence West 283.50 feet to the point of beginning." 6.494 Acres. 9 lots.

EXCLUDING all presently existing or to be constructed or installed sewer lines, water mains, gas lines, electrical conduits, telephone lines, and related facilities to the extent that they are located outside the Lots included with the above-described tract; provided, however, that lines and systems specifically conveyed to the Association by Declarant shall not be included within this exclusion.

ALSO RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across and through and under the above-described tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or any assignee of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) to construct a Living Unit on each and every Lot; and (ii) to improve, but not limited to, the street, the stone walls, lighting, and various landscaped areas, designed for the use and enjoyment of all the Members as Declarant may reasonably determine to be appropriate. If pursuant to the foregoing reservation, the above-described tract or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservation hereby effected shall, unless sooner terminated in accordance with its terms, expire ten (10) years after the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all mineral reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described tract or any portion thereof, including without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights-of-way of record.

Parcel No. 22-15-354-043-0000