

Kelwyn H. Cullimore
7192 VILLANDRIE LN #
COTTONWOOD HEIGHTS, UTAH 84121

12744169
03/30/2018 10:54 AM \$30.00
Book - 10660 Pg - 6023-6027
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
KELVYN H CULLIMORE
7192 S VILLANDRIE LN
COTTONWOOD HEIGHTS UT 84121
BY: PSA, DEPUTY - WI 5 P.

**SECOND AMENDMENT TO
THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
VILLANDRIE PLANNED UNIT DEVELOPMENT**

The undersigned, Villandrie Homeowners' Association, Inc. (the "Association"), a Utah nonprofit corporation, is the Association under that certain Declaration of Covenants, Conditions, and Restrictions of Villandrie Planned Unit Development (as amended from time to time, the "Declaration") which was recorded on 10/18/2001 as Entry No. 834232 in Book 8513 at Pages 1513, in the records of the Salt Lake County Recorder with the First Amendment to the Declaration recorded on 12/18/2006 as Entry No. 9943802 in Book 9396 at Pages 2699, in the records of the Salt Lake County Recorder.

WITNESSETH

A. Section X.4 of the Declaration authorizes the Association to amend the Declaration upon the affirmative vote, in person or by proxy, of at least sixty percent (60%) of the Total Votes of the Association.

B. It is hereby certified that the vote required by Section X.4 of the Declaration for its amended has occurred.

NOW THEREFORE, pursuant to the authority granted in Section X.4 of the Declaration, the Association hereby amends the Declaration as follows:

1. **Section VII.4** is hereby amended and restated in its entirety as follows:

4. Leasing and Renting of Units. The leasing and renting of Units by Owners shall be in accordance with this Section. "Leasing or renting" of a Unit means the granting of a right to use or occupy a Unit for a specific term or indefinite term (with rent stated on a periodic basis), in exchange for the payment of rent (money, property or other goods or services of value); but shall not mean and include joint ownership of a Unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership.

(a) Owners and Lots shall be subject to the following restrictions:

(i) No Owner may lease or rent less than the entire Unit; no renter or occupant may sublet a portion of the Unit or the entire Unit.

(ii) No Unit may be rented or leased if the rental or lease results in more than twenty percent (20%) of the Units ("Rental-Lease Limit") being rented or leased, except as provided in subsection (3) of this Section.

(b) Prior to renting or leasing any Unit, an Owner shall apply to the Board of Trustees. The Board shall review the application and make a determination of whether the rental or lease will exceed the Rental-Lease Limit. The Board shall:

(i) Approve the application if it determines that the rental or lease will not exceed the Rental-Lease Limit; or

(ii) Deny the application if it determines that the rental or lease of the Dwelling Unit will exceed the Rental-Lease Limit.

(c) Notwithstanding subsections (2)(i) and (ii) of this Section and pursuant to Utah Code, Title 57-8a-209 an Owner may be exempt from the rental restrictions provided here in if: an Owner is in the military and for the period of the Owner's deployment; the proposed renter is an Owner's parent, child or sibling; an Owner's employer has relocated the Owner for no less than two years; an Owner relocates for at least 6 months due to volunteer service; or, as otherwise specifically provided by law.

(i) The rental restrictions as provided herein shall not apply to foreclosing lenders or impair the right of First Mortgagees to foreclose or take title to a home, to accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, to take possession and lease an acquired home event though the limitation as provided herein has been met, or to otherwise act upon their mortgages.

(ii) In the sole discretion of the Board, exceptions to the limitations provided herein may be granted if an Owner suffering from a financial or personal hardship demonstrates the inability to continue to reside in the Owner's home even if the limitations provided in this Section have been met.

(d) Applications from an Owner for permission to rent or lease shall be reviewed and approved or denied by the Board as set forth in this subsection.

(i) The Board shall review applications for permission to rent or lease in chronological order based upon the date of receipt of the application. Within ten (10) business days of receipt, the Board shall approve or deny an application as provided in subsection (b) of this paragraph and shall notify the Owner within fifteen (15) business days of receipt of the application if permission is not given and the reason for the denial.

(ii) If an Owner's application is denied, the applicant may be placed on a waiting list according to the date the application was received so that the Owner whose application was earliest received will have the first opportunity to rent or lease.

(e) An application form, the application and approval process, a waiting list, and any other rules deemed necessary by the Board to implement this section shall be established by rules adopted by resolution of the Board consistent with this Section VII.4.

(f) No Unit shall be rented or leased for an initial term of less than twelve (12) months nor more than three (3) years. No Unit will be approved for rent or lease for more than three (3) years within any given five (5) year period.

(g) If an Owner fails to submit the required application, and/or rents or leases any Unit after the Board has denied the Owner's application, the Board may assess fines against the Owner and the Owner's Unit in an amount to be determined by the Board, not to exceed \$300 per month unless otherwise modified by resolution of the Board. In addition, regardless of whether any fines have been imposed, the Board may proceed with any other available legal remedies, including but not limited to an action to, terminate the rental or lease agreement and removal of any tenant or lessee.

(h) The Association shall be entitled to recover from the offending Owner its costs and attorney's fees incurred for enforcement of this Section VII.4, regardless of whether any lawsuit or other action is commenced. The Association may assess such costs and attorney's fees against the Owner and the Lot as an assessment pursuant to the Declaration.

(i) As of the date of recording of this amendment: Any Owner that is currently renting or leasing a Unit may continue to rent or lease the Unit and such unit shall not be counted towards the "Rental-Lease Limit" explained above. However, as the rental or lease of any such Unit expires or is terminated, the Owner of the Unit, prior to renting or leasing the Unit to another renter or lessee, shall apply to the Board for permission to rent or lease the Unit in accordance with this Section.

(j) Rental and lease agreements shall comply with this subsection.

(i) The Owner shall provide the tenant or lessee with a copy of this Declaration, the Bylaws, including any relevant amendments to such documents, and all rules and regulations then in effect and shall take a receipt for delivery of the documents. In the event any such documents are amended, revised, changed, or supplemented by the Association, the Owner shall provide the tenant or lessee with a copy of the amendments, revisions, changes, or supplements within ten (10) calendar days of adoption by the Association, its Board, or its membership.

(ii) Upon the commencement of the rental or lease period, the Owner shall provide the Association with a signed copy of the Lease Agreement.

(iii) If the Owner fails to provide its tenant or lessee with a copy of the Association's documents, the Association shall provide the documents to the tenant or lessee and shall assess a reasonable charge therefor to the Owner as an assessment pursuant to the Declaration.

(k) In addition to any other remedies available to the Association, the Board may require the Owner to terminate a lease or rental agreement if the Board determines that any lessee or tenant has violated any provision of this Declaration, the Articles of Incorporation, the Bylaws, or any amendments thereto, or the rules and regulations adopted

thereto.

(i) The Owner continues to ultimately remain liable and responsible for all obligations as provided in the Declaration, the Articles of Incorporation, the Bylaws, or any amendments thereto, or the rules and regulation adopted thereto, including but not limited to obligation for payments of dues, assessments, and any fines assessed to the Unit whether by fault of the Owner or a renter of Owner's Unit.

This amendment shall be effective upon recording in the office of the Salt Lake County Recorder, Except the extent specifically modified herein, the Declaration shall remain in full force and effect.

Dated: March 29, 2018.

VILLANDRIE HOMEOWNERS' ASSOCIATION, INC.

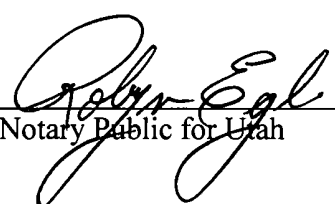
By 

Name: Kelwyn H. Cullimore

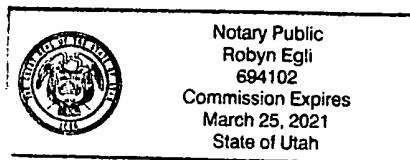
Title: PRESIDENT

STATE OF UTAH)
) ss
County of Salt Lake)

On the 29 day of MARCH 2018, personally appeared before me KELVYN H. CULLIMORE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Notary Public for Utah





SALT LAKE COUNTY RECORDER

Lots and Parcel Numbers for: VILLANDRIE PUD

Subdivision Entry Number: 7744257 Subdivision Book Number: 2000P Subdivision Page Number: 291

Original Number of Lots: 13 Subdivision ID: 2000291

Recording Date: 10/23/2000 Recording Time: 15:46:00 Dedication Type: PUD

Dedication Date Completed Not Found

Comment: LOC: NW QTR SEC 27 251E & AMDS LOT 13 TOWNCREST TERRACE 22-27-105-043 SEE AMD DECL #9943802 BK 9396 PG 2699 12/18/06 @ 2:43

Abstract

Area	Section	Township	Range
22	27	2S	1E

Total Active Records Found: 14

Parcel Number	Lot/Unit	Value	Block/Bldg	Value	Non Standard Type	Property Location	Jurisdiction
22271040320000	LOT	5				7154 S VILLANDRIE LN	COTTONWOOD HEIGHTS
22271040330000	LOT	4				7166 S VILLANDRIE LN	COTTONWOOD HEIGHTS
22271040340000	LOT	3				7176 S VILLANDRIE LN	COTTONWOOD HEIGHTS
22271040350000	LOT	2				7184 S VILLANDRIE LN	COTTONWOOD HEIGHTS
22271040360000	LOT	1				7192 S VILLANDRIE LN	COTTONWOOD HEIGHTS
22271050440000					AREA	2143 E VILLANDRIE LN	COTTONWOOD HEIGHTS
22271050440000	LOT	A				2143 E VILLANDRIE LN	COTTONWOOD HEIGHTS
22271050440000	LOT	B				2143 E VILLANDRIE LN	COTTONWOOD HEIGHTS
22271050440000	LOT	C				2143 E VILLANDRIE LN	COTTONWOOD HEIGHTS
22271050450000	LOT	10				7153 S VILLANDRIE LN	COTTONWOOD HEIGHTS
22271050460000	LOT	9				7165 S VILLANDRIE LN	COTTONWOOD HEIGHTS
22271050470000	LOT	8				7179 S VILLANDRIE LN	COTTONWOOD HEIGHTS
22271050480000	LOT	7				7187 S VILLANDRIE LN	COTTONWOOD HEIGHTS
22271050490000	LOT	6				7195 S VILLANDRIE LN	COTTONWOOD HEIGHTS

NonStandard Records Found: 1

Parcel Number	Non Standard Type
22271050440000	AREA