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6/29/2018 2:02:00 PM \$107.00
Book - 10689 Pg - 3533-3538
ADAM GARDINER
Recorder, Salt Lake County, UT
PROVO LAND TITLE COMPANY
BY: eCASH, DEPUTY - EF 6 P.

**FIRST AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
FOR
SADDLEBROOK CONDOMINIUMS**

This First Amendment to the Declaration of Condominium for Saddlebrook Condominiums (the "First Amendment") is executed and adopted by Edge Saddlebrook, LLC (the "Declarant").

RECITALS

A. The Declaration of Condominium for Saddlebrook Condominiums was recorded on February 2, 2018 as Entry No. 12709696 in the office of the Salt Lake County Recorder (hereinafter the "Declaration").

B. This First Amendment affects the real property located in Salt Lake County, State of Utah, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated herein by reference.

C. The Declarant desires to amend the Declaration as set forth in this First Amendment to limit the number of pets allowed per Unit and to impose a cap on the number of allowable leased Units within the project.

D. Unless otherwise set forth herein, the capitalized terms shall have their same meanings and definitions as stated in the Declaration.

E. Pursuant to Article 15, Section 15.1 of the Declaration, the Declarant has the sole authority to amend the Declaration so long as Declarant owns one or more Units in the Project.

F. As of the date of the recording of this First Amendment, Declarant is the owner of more than one Unit in the Project.

AMENDMENTS

NOW, THEREFORE, in consideration of the foregoing Recitals, the Declarant hereby executes this First Amendment, which shall be effective as of its recording date with the Salt Lake County Recorder's office.

(1) **Amendment No. 1.** The first sentence in Article 9, Section 9.11 of the Declaration shall be deleted and shall be replaced by the following sentence:

One domestic pet may be kept in each Unit in conformance with local government requirements.

(2) **Amendment No. 2.** Article 9, Section 9.12 of the Declaration shall be deleted in its entirety and shall be replaced by the following:

9.12 **Leasing and Non-Owner Occupancy.** Notwithstanding anything to the contrary in the Declaration or Bylaws, any leasing and Non-Owner Occupancy of a Unit shall be governed by this Section and any rules and procedures adopted as allowed in this Section.

(a) Definitions. For the purpose of this Section:

(i) "Non-Owner Occupied Unit" means:

- (1) For a Unit owned in whole or in part by a natural individual or individuals, the Unit is occupied by someone, but no individual Owner occupies the Unit as the individual Owner's primary residence; or
- (2) For a Unit owned entirely by one or more entities or trusts, the Unit is occupied by anyone.

(ii) "Family Member" means:

- (1) The spouse, parent, sibling, or child of an Owner; or
- (2) In the case of a Unit owned by a trust or other entity created for estate planning purposes, a Person occupying the Unit if the trust or other estate planning entity that owns the Unit was created for the estate of (i) the current Occupant of the Unit, or (ii) the spouse, parent, child, or sibling of the current Occupant of the Unit.

(b) Maximum Number of Non-Owner Occupied Units. The number of Units permitted to be Non-Owner Occupied shall not exceed fifty percent (50%) of the total Units within the Association. The fifty percent (50%) Unit maximum shall be calculated by including any grandfathered Units and those exempted Units under subsection (d) below. The Board may adopt reasonable rules and reporting procedures to track the number of Non-Owner Occupied Units to ensure consistent administration and enforcement of the leasing restrictions.

(c) Requirements for Leasing and Non-Owner Occupancy. The Owners of all Leased or Non-Owner Occupied Units must comply with the following provisions:

- (i) Any lease or agreement for otherwise allowable Non-Owner Occupancy must be in writing, must be for an initial term of at least six (6) months, and shall provide as a term of the agreement that the Occupant shall comply with the Governing Documents, and that any failure to comply shall be a default under the lease agreement. If a lease agreement for Non-Owner Occupancy (whether in writing or not) does not include these provisions, they shall nonetheless be deemed to be part of the lease agreement and binding on the Owner and the Occupant.
- (ii) A Non-Owner Occupant may not occupy any Unit for transient, short-term (less than six months), hotel, resort, vacation, Airbnb, or seasonal use (whether for pay or not). Except as a guest of an Owner, daily and weekly occupancy by Non-Owner Occupants is prohibited (whether for pay or not).

- (iii) No Owner may lease less than the entire Unit unless the Owner resides in the Unit.
 - (iv) The Board is authorized to adopt further rules related to Non-Owner Occupied Units and the Occupants of those Units. Such rules may include, but are not limited to: requiring copies of lease or other agreements for Non-Owner Occupancy to be delivered to the Association, requiring informational forms to be filled out by Owners and/or Occupants' identifying Non-Owner Occupants, vehicles, phone numbers, etc., or any other reasonable administrative provisions it deems appropriate to enforce the requirements of this Section and the Governing Documents.
- (d) Exemptions. The following Units may be Non-Owner Occupied and are not subject to the cap on Non-Owner Occupied Units set forth in subsection (b) above:
- (i) A Unit being rented at the time this First Amendment is recorded in the Salt Lake County Recorder's office shall be grandfathered and permitted to lease or allow a Non-Owner Occupant to reside in the Unit until: (i) the Unit Owner occupies the Unit, or (ii) the ownership of the Unit, as evidenced by the records at the County recorder, changes in any way. Upon a change of ownership or occupation by an Owner, the Unit's qualification for this exception irrevocably terminates.
 - (ii) A Unit owned by a Person in the military for the period of the Owner's deployment.
 - (iii) A Unit occupied by a Unit Owner's spouse, parent, child, or sibling.
 - (iv) A Unit whose Owner is relocated by the Owner's employer for a period of no less than two (2) years in accordance with Utah Code § 57-8-10.1(2)(a)(III) as amended.
 - (v) 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: (1) the estate of a current Occupant of the Unit; or (2) the parent, child, or sibling of the current Occupant of the Unit.
- (e) Joint and Several Liability of Owner and Non-Owner Occupants. The Owner of a Unit shall be responsible for the Non-Owner Occupant's or any guest's compliance with the Governing Documents and shall be jointly and severally liable for any violations thereof.
- (f) Violations.
- (i) If a Unit is leased in violation of this Section, the Board may assess fines against the Owner pursuant to a schedule of fines adopted by the Board.
 - (ii) If a Unit is leased in violation of any provision of this Section, (regardless of whether any fines have been imposed) the Board may proceed with any available legal remedies, including, without limitation, an action to require the Owner to terminate the lease agreement and remove the tenant.
 - (iii) If the Board determines that a Non-Owner Occupant has violated a provision of the Governing Documents, the Board may require an Owner to terminate a lease

agreement with such Occupant.

- (iv) In addition to any other remedy for non-compliance, after reasonable notice, the Association shall have the right to initiate an action and obtain a forcible entry and unlawful detainer order from the court, or similar action, with the purpose of removing the offending Non-Owner Occupant. The Association, the Board, and the Manager shall not have any liability for any action taken pursuant to this subsection and the Owner shall indemnify and pay the defense costs of the Association, the Board, and the Manager arising from any claim related to any action taken in good faith by any of them pursuant to this subsection.
- (v) Fines, charges, and expenses incurred in enforcing the Association's Governing Documents with respect to a Non-Owner Occupant, and for any costs incurred by the Association in connection with any action under this Section, including reasonable attorney fees (regardless of whether any lawsuit or other action is commenced), shall be an individual assessment against the Owner and Unit which may be collected and foreclosed on by the Association.

(3) **Conflicts.** All remaining provisions of the Declaration and any prior amendments not specifically amended in this First Amendment shall remain in full force and effect. In the case of any conflict between the provisions of this document and the provisions of the Declaration or any prior amendments, the provisions of this document shall in all respects govern and control.

(4) **Incorporation and Supplementation of Declaration.** This document is supplemental to the Declaration, which by reference is made a part hereof, and all the terms, definitions, covenants, conditions, restrictions, and provisions thereof, unless specifically modified herein, are to apply to this document and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

IN WITNESS WHEREOF, Declarant has executed this First Amendment this 28 day of June, 2018.

Edge Saddlebrook, LLC
A Utah limited liability company

By: Stuu Maddox

Its: Manager

State of Utah)
) ss.
County of Utah)

On the 28 day of June, 2018, personally appeared before me Steve Maddox who by me being duly sworn, did say that she/he is an authorized representative of Edge Saddlebrook, LLC, and that the foregoing instrument is signed on behalf of said corporation and executed with all necessary authority.

Notary Public Shelley King

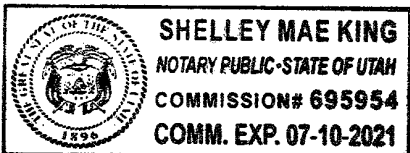


EXHIBIT A
Legal Description

All of **Saddlebrook Building A Condominium, Amending Part of Lot C, South Herriman**, according to the official plat on file in the office of the Salt Lake County Recorder as Entry No. 12734901, in Book 2018P, at Page 149.

Parcel Numbers:

33074270180000	33074270210000	33074270240000	33074270270000	33074270290000
33074270190000	33074270220000	33074270250000	33074270280000	33074270300000
33074270200000	33074270230000	33074270260000		

All of **Saddlebrook Building B Condominium, Amending Part of Lot C, South Herriman**, according to the official plat on file in the office of the Salt Lake County Recorder as Entry No. 12709695, in Book 2018P, at Page 53.

Parcel Numbers:

33074270070000	33074270090000	33074270110000	33074270130000	33074270150000
33074270080000	33074270100000	33074270120000	33074270140000	33074270160000

All of **Saddlebrook Building C Condominium, Amending Part of Lot C, South Herriman**, according to the official plat on file in the office of the Salt Lake County Recorder as Entry No. 12789348, in Book 2018P, at Page 224.

Parcel Numbers:

33074270320000	33074270340000	33074270360000	33074270380000	33074270400000
33074270330000	33074270350000	33074270370000	33074270390000	33074270410000

All of **Saddlebrook Building D Condominium, Amending Part of Lot C, South Herriman**, according to the official plat on file in the office of the Salt Lake County Recorder as Entry No. 12789350, in Book 2018P, at Page 225.

Parcel Numbers:

33074270430000	33074270460000	33074270490000	33074270510000	33074270530000
33074270440000	33074270470000	33074270500000	33074270520000	33074270540000
33074270450000	33074270480000			

All of **Saddlebrook Building E Condominium, Amending Part of Lot C, South Herriman**, according to the official plat on file in the office of the Salt Lake County Recorder as Entry No. 12789352, in Book 2018P, at Page 226.

Parcel Numbers:

33074270570000	33074270600000	33074270630000	33074270650000	33074270670000
33074270580000	33074270610000	33074270640000	33074270660000	33074270680000
33074270590000	33074270620000			

All of **Saddlebrook Building F Condominium, Amending Part of Lot C, South Herriman**, according to the official plat on file in the office of the Salt Lake County Recorder as Entry No. 12789354, in Book 2018P, at Page 227.

Parcel Numbers:

33074270710000	33074270740000	33074270770000	33074270790000	33074270810000
33074270720000	33074270750000	33074270780000	33074270800000	33074270820000
33074270730000	33074270760000			

All of **Saddlebrook Building G Condominium, Amending Part of Lot C, South Herriman**, according to the official plat on file in the office of the Salt Lake County Recorder as Entry No. 12789356, in Book 2018P, at Page 228.

Parcel Numbers: Not Assigned

All of **Saddlebrook Building H Condominium, Amending Part of Lot C, South Herriman**, according to the official plat on file in the office of the Salt Lake County Recorder as Entry No. 12789358, in Book 2018P, at Page 229.

Parcel Numbers: Not Assigned