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Book - 10711 Pg - 5998-6001
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
CW THE EDITH, LLC
1222 W LEGACY CROSSING BLVD
STE 6
CENTERVILLE UT 84014
BY: PSA, DEPUTY - WI 4 P.

When Recorded Return to:
CW The Edith, LLC
1222 W. Legacy Crossing Blvd. Suite 6
Centerville, UT 84014

**FIRST AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
THE EDITH TOWNHOMES**

This First Amendment to the Declaration of Covenants, Conditions, and Restrictions for The Edith Townhomes (the "**First Amendment**") is executed and adopted by CW The Edith, LLC, a Utah limited liability company ("**Declarant**").

RECITALS

A. The Declaration of Covenants, Conditions, and Restrictions for The Edith Townhomes was recorded in the office of the Salt Lake County Recorder on August 6, 2018 as Entry No. 12824365, in Book 10700, and beginning on Page 4334 (hereinafter the "**Declaration**").

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

C. The Association desires to amend the Declaration as set forth in this First Amendment to further define and clarify Lot Owner's rights in 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 XV, Section 15.1 of the Declaration, the undersigned hereby certifies that this First Amendment was approved, executed, and acknowledged by Declarant pursuant to its unilateral amendment right during the Period of Declarant Control.

AMENDMENT

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.

(1) **Amendment No. 1**. Section 9.14 shall be deleted in its entirety and replaced by the following:

9.14. **Leases**. The leasing, renting, or granting of occupancy (hereinafter in this Section referred to as a "lease") of a Living Unit is permitted. **Each Owner by acceptance of a deed or other document of conveyance acknowledges and agrees that the Living Units may be leased on a nightly, weekly, monthly, or other periodic basis, and that vacation and other short term leases are expressly permitted.** Notwithstanding the preceding sentence, a Unit's eligibility for short term or vacation rental use shall at all times be subject to all local municipal regulations, ordinances, and zoning restrictions, which are subject to change. All leases shall provide that the tenant is subject to and shall abide by the Governing Documents and the tenant's failure to do so shall constitute a breach of the lease agreement. Owners whose tenants frequently violate the Governing Documents, as determined by the Board, may have his/her leasing rights revoked for a period of time determined in the sole discretion of the Board, not to exceed six (6) months. Within ten (10) days after delivery of written notice of the creation of a nuisance or violation of the Governing Documents, the Owner shall proceed to either abate or terminate the nuisance, or cure the default, and notify the Board in writing of his or her intentions. In the event that the Owner or Occupant fails to act accordingly, the Board may initiate eviction Proceedings on behalf of the Owner, and through this Declaration the Owner hereby assigns the Association the authority to do so. Copies of all lease agreements shall be provided to the Board upon request. Owners who lease their Living Unit for a term greater than one (1) month shall, within seven (7) days of tenant occupancy, provide the Board with the names, phone numbers, and email addresses of all adult tenants, as well as the tenants' vehicle description(s) and any additional information requested by the Board.

(2) **Conflicts**. All provisions of the Declaration 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.

(3) **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.

1513284002

EXHIBIT A
Legal Description

All of **The Edith**, according to the official plat on file in the office of the Salt Lake County Recorder as Entry No. 12824364, in Book 2018P, at Page 271.

Parcel Numbers have not been assigned

More particularly described as:

Beginning at a point on the west line of West Temple Street; said point being South 00°13'44" West, 10.693 feet from the Northeast corner of Lot 12, Block 7, Five Acre Plat "A", Big Field Survey; and running thence South 00°13'44" West, along said west line, 132.857 feet; thence West, 212.963 feet; thence North, 138.286 feet to a point on the south line of 1700 South Street; thence East, along said south line, 203.117 feet to a point on 17.00 foot radius curve to the right; thence 11.957 feet along said curve through a central angle of 40°17'59" (chord bears South 62°22'46" East, 11.712 feet) to the point of beginning.

Contains: 29,468 Sq. Ft. or 0.676 Acres

Including Lots 1 through 23