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05/14/2020 10:58 AM \$156.00  
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SALT LAKE CITY UT 84171  
BY: TCA, DEPUTY - WI 7 P.

**AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
THE HIDDEN VILLAGE PLANNED UNIT DEVELOPMENT**

**This amendment ("Amendment") to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Hidden Village Planned Unit Development is executed on the date set forth below by Hidden Village Homeowners Association ("Association") on behalf of its Board of Directors ("Board").**

**RECITALS**

A. Real property in Salt Lake County, Utah, known as the Hidden Village Planned Unit Development was subjected to covenants, conditions, and restrictions pursuant to the Declaration of Covenants, Conditions and Restrictions of the Hidden Village, Planned Unit Development (the "Original Declaration"), which was recorded on February 11, 1981 in the Salt Lake County Recorder's Office as Entry No. 3533163;

B. The Original Declaration was replaced in its entirety by the Amended and Restated Declaration of Covenants, Conditions, and Restrictions (the "Declaration"), which was recorded on January 28, 1991 in the Salt County Recorder's Office as Entry No. 5016459;

C. This Amendment shall be binding against the real property described in the Declaration, and any amendment, annexation, or supplement thereto, and in EXHIBIT A to this Amendment;

D. This Amendment is intended to implement certain leasing restrictions;

E. The President of the Board of Directors hereby certifies that this Amendment was approved by the affirmative vote of at least two-thirds (2/3) of all Class A membership votes of Members as required by Declaration Article X, Section 4 and as may be permitted by Utah Code Ann. § 16-6a-709;

**NOW, THEREFORE**, the Association, by and through its Board, hereby amends the Declaration as follows:

**Article VII, Section 2 of the Declaration is hereby amended in its entirety to read as follows:**

**2. Use of Lots, Living Units, and Limited Common Areas.**

- i. **Single Family Residential Housing:** All Lots, Living Units, and Limited Common Areas are restricted to use as single-family residential housing. No Lot, Living Unit or Limited Common Area shall be used, occupied, or altered in violation of law, so as to jeopardize the support of any other Living Unit, so as to detract from the appearance or value of any other Lot, Living Unit, or the Common Areas, so as to create a nuisance or interfere with the rights of any Owner, or in a way which would result in an increase in the cost of any insurance covering the Common Areas.
  
- ii. **Leasing:** Leasing of a Lot or Lots shall be subject to the following restrictions:
  - (a) **Single Family.** Lots may be rented only to a single family. Dormitory, hostel, hotel, or nightly rentals are strictly prohibited.
  
  - (b) **Applicability of Project Documents.** All leases and lessees shall be subject to the provisions of the Declaration, bylaws, and rules and regulations (“Project Documents”). Any Owner who leases their Lot shall be responsible for assuring the occupants’ compliance with the Project Documents.
  
  - (c) **Leasing.** Leasing of Lots shall comply with this Section 2 of Article VII. “Leasing” means granting the right to use or occupy a Lot to a non-owner while no Owner occupies the Lot as their primary residence. Lots owned by business entities shall be considered leased regardless of who occupies the Lot. No Owner shall lease less than the entire Lot.
  
  - (d) **Lease Limit.** No more than 15% of Lots - including Grandfathered Lots (as defined below) and hardship exempt Lots - may be leased at any given time (the “Lease Limit”).
  
  - (e) **Initial Lease Term.** The initial lease term shall be a six-month minimum.
  
  - (f) **Hardship Exemptions.** Notwithstanding the above, in order to avoid undue hardships or practical difficulties, the board of directors shall allow the following exemptions to the Lease Limit in such cases as:
    - 1. an Owner is in the military for the period of Owner’s deployment;
  
    - 2. a Lot is occupied by an Owner’s parent, child, or sibling;
  
    - 3. an Owner whose employer has relocated the Owner for (2) two years

or less,

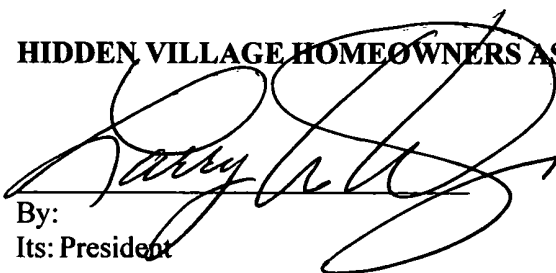
4. a Lot owned by an entity that is occupied by an individual who:
    - a) has voting rights under the entity's organizing documents; and
    - b) has a 25% or greater share of ownership, control, and rights to profits and losses of the entity;
  5. a Lot owned by a trust or other entity created for 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
    - b) the parent, child, or sibling of the current resident of the Lot.
- (g) **Intent.** Notwithstanding the hardship exceptions and the grandfathering exception set forth in this Section, it is the intent and desire of the Association to consist solely of owner-occupied Lots with a maximum of 15% of Lots being rented. Consequently, all decisions of the board of directors with respect to the implementation of the Lease Limit shall be made, to the extent reasonable, to fulfill this intent and desire.
- (h) **Rules to Enforce this Section.** The board of directors has the power to and shall create rules to establish procedures to (1) determine and track the number of leases and Lots in the Project subject to the hardship exemption provision and grandfathered lot provision herein, and (2) ensure consistent administration of the Lease Limit and any other rental restrictions imposed by this Declaration. Nothing herein shall be construed to limit or abridge the board's general power to pass rules.
- (i) **Violations of Rental Restrictions.** If an Owner leases their Lot in violation of the provisions of this Article VII Section 2, or in violation of the rules referred to herein, the board of directors may assess fines against the Owner and the Lot in an amount to be determined by the board of directors by rule. Regardless of whether any fines have been imposed, the board of directors may seek any other available legal or equitable remedies, including but not limited to, an action to terminate the rental or lease agreement and evict the occupant(s).
- (j) **Failure to Take Legal Action.** Failure by an Owner to take legal action against their occupant who is in violation of the Project documents within ten (10) days after delivery of written demand to so do from the board of

directors, shall entitle the Association to take any and all action for and in behalf of said Owner, including the institution of legal proceedings on behalf of such Owner against his or her occupant for eviction, injunctive relief or damages. Neither the Association nor any agents shall be liable to the Owner or occupant for any legal action commenced under this Article VII Section 2 that is made in good faith. The Owner hereby appoints the board of directors as his or her attorney in fact to take any action authorized by this provision as if the Owner was performing it.

- (k) Recovery of Costs and Attorney Fees; Owner Liable. The Association shall be entitled to recover from the offending Owner its costs and attorney's fees incurred for enforcement of this Article VII Section 2, 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 this Declaration. Additionally, the Owner shall be liable for all fines, assessments, or other penalties levied due to violations of their tenant or occupant. The Owner shall be personally liable for any violations caused by their tenant or occupant. Any assessments, fines or penalties levied under this Article VII Section 2 shall be collectible as an assessment.
- (l) Grandfathered Lots. Lots being leased on the date this Amendment was recorded shall be exempt from the Lease Limit ("Grandfathered Lots") until:
1. The Lot Owner occupies the Lot;
  2. 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, occupies the Lot; or
  3. The Lot is transferred (as such is defined in Utah Code Ann. § 57-8a-209(3), as the same may be amended from time to time).
  4. With the exception of the Lease Limit, Grandfathered Lots shall comply with all other provisions of Article VII Section 2, including the initial lease term. Grandfathered Lots shall be subject to the remedies authorized in this Section for failure to comply with the restrictions herein.

IN WITNESS WHEREOF, the Board has executed this Amendment to the Declaration as of the  
7 day of May, 2020.

**HIDDEN VILLAGE HOMEOWNERS ASSOCIATION**




By:  
Its: President

STATE OF UTAH )

:SS  
County of Salt Lake

On the 7 day of May, 2020, personally appeared Larry Van Wagner who, being first duly sworn, did that say that they are the President of the Association authorized to sign this instrument and that said instrument was signed and sealed on behalf of the Association, certified that the Amendment was authorized by at least 67% of the total votes of the Association, and acknowledged said instrument to be their voluntary act and deed.



  
Notary Public for Utah

**EXHIBIT A**  
**Legal Description**

**All common area and all of Lots 1 through 68 of the Hidden Village Planned Unit Development, Midvale City, Utah, according to the official plat thereof on file in the office of the Salt Lake County Recorder as follows:**

22194800650000	Description	LOT	1	659 Cobblestone Dr.	Midvale, 84047
22194800690000	Description	LOT	2	663 Cobblestone Dr.	Midvale, 84047
22194800680000	Description	LOT	3	665 Cobblestone Dr.	Midvale, 84047
22194800670000	Description	LOT	4	666 Cobblestone Ln.	Midvale, 84047
22194800660000	Description	LOT	5	664 Cobblestone Ln.	Midvale, 84047
22194800620000	Description	LOT	6	660 Cobblestone Ln.	Midvale, 84047
22194800630000	Description	LOT	7	662 Cobblestone Ln.	Midvale, 84047
22194800640000	Description	LOT	8	661 Cobblestone Ln.	Midvale, 84047
22194800600000	Description	LOT	9	665 Cobblestone Dr.	Midvale, 84047
22194800610000	Description	LOT	10	553 Cobblestone Dr.	Midvale, 84047
22194800570000	Description	LOT	11	649 Cobblestone Dr.	Midvale, 84047
22194800560000	Description	LOT	12	651 Cobblestone Dr.	Midvale, 84047
22194800530000	Description	LOT	13	643 Cobblestone Dr.	Midvale, 84047
22194800490000	Description	LOT	14	639 Cobblestone Dr.	Midvale, 84047
22194800480000	Description	LOT	15	641 Cobblestone Dr.	Midvale, 84047
22194800470000	Description	LOT	16	642 Cobblestone Ln.	Midvale, 84047
22194800460000	Description	LOT	17	640 Cobblestone Ln.	Midvale, 84047
22194800500000	Description	LOT	18	644 Cobblestone Ln.	Midvale, 84047
22194800510000	Description	LOT	19	646 Cobblestone Ln.	Midvale, 84047
22194800520000	Description	LOT	20	645 Cobblestone Dr.	Midvale, 84047
22194800550000	Description	LOT	21	652 Cobblestone Dr.	Midvale, 84047
22194800540000	Description	LOT	22	650 Cobblestone Dr.	Midvale, 84047
22194800580000	Description	LOT	23	554 Cobblestone Dr.	Midvale, 84047
22194800590000	Description	LOT	24	656 Cobblestone Dr.	Midvale, 84047
22194800380000	Description	LOT	25	612 Cobblestone Ln.	Midvale, 84047
22194800420000	Description	LOT	26	616 Cobblestone Ln.	Midvale, 84047
22194800390000	Description	LOT	27	615 Cobblestone Ln.	Midvale, 84047
22194800430000	Description	LOT	28	618 Cobblestone Ln.	Midvale, 84047
22194800400000	Description	LOT	29	617 Cobblestone Dr.	Midvale, 84047
22194800440000	Description	LOT	30	621 Cobblestone Dr.	Midvale, 84047
22194800410000	Description	LOT	31	618 Cobblestone Dr.	Midvale, 84047
22194800450000	Description	LOT	32	619 Cobblestone Dr.	Midvale, 84047
22194800360000	Description	LOT	33	591 Cobblestone Dr.	Midvale, 84047
22194800300000	Description	LOT	34	585 Cobblestone Dr.	Midvale, 84047
22194800290000	Description	LOT	35	587 Cobblestone Dr.	Midvale, 84047
22194800350000	Description	LOT	36	593 Cobblestone Dr.	Midvale, 84047

22194800280000	Description	LOT	37	589 Cobblestone Dr.	Midvale, 84047
22194800340000	Description	LOT	38	595 Cobblestone Dr.	Midvale, 84047
22194800270000	Description	LOT	39	592 Cobblestone Ln.	Midvale, 84047
22194800330000	Description	LOT	40	594 Cobblestone Ln.	Midvale, 84047
22194800260000	Description	LOT	41	586 Cobblestone Ln.	Midvale, 84047
22194800320000	Description	LOT	42	590 Cobblestone Ln.	Midvale, 84047
22194800250000	Description	LOT	43	584 Cobblestone Ln.	Midvale, 84047
22194800310000	Description	LOT	44	588 Cobblestone Ln.	Midvale, 84047
22194800170000	Description	LOT	45	558 Cobblestone Ln	Midvale, 84047
22194800210000	Description	LOT	46	562 Cobblestone Ln.	Midvale, 84047
22194800220000	Description	LOT	47	564 Cobblestone Ln.	Midvale, 84047
22194800230000	Description	LOT	48	565 Cobblestone Dr.	Midvale, 84047
22194800240000	Description	LOT	49	563 Cobblestone Dr.	Midvale, 84047
22194800200000	Description	LOT	50	569 Cobblestone Dr.	Midvale, 84047
22194800190000	Description	LOT	51	561 Cobblestone Dr.	Midvale, 84047
22194800180000	Description	LOT	52	560 Cobblestone Dr.	Midvale, 84047
22194800100000	Description	LOT	53	550 Cobblestone Dr.	Midvale, 84047
22194800140000	Description	LOT	54	554 Cobblestone Dr.	Midvale, 84047
22194800130000	Description	LOT	55	552 Cobblestone Dr.	Midvale, 84047
22194800090000	Description	LOT	56	548 Cobblestone Dr.	Midvale, 84047
22194800050000	Description	LOT	57	542 Cobblestone Ln.	Midvale, 84047
22194800010000	Description	LOT	58	538 Cobblestone Ln.	Midvale, 84047
22194800020000	Description	LOT	59	540 Cobblestone Ln.	Midvale, 84047
22194800030000	Description	LOT	60	539 Cobblestone Dr.	Midvale, 84047
22194800040000	Description	LOT	61	537 Cobblestone Dr.	Midvale, 84047
22194800080000	Description	LOT	62	542 Cobblestone Dr.	Midvale, 84047
22194800070000	Description	LOT	63	543 Cobblestone Dr.	Midvale, 84047
22194800060000	Description	LOT	64	544 Cobblestone Ln.	Midvale, 84047
22194800120000	Description	LOT	65	549 Cobblestone Dr.	Midvale, 84047
22194800160000	Description	LOT	66	553 Cobblestone Dr.	Midvale, 84047
22194800150000	Description	LOT	67	555 Cobblestone Dr.	Midvale, 84047
22194800110000	Description	LOT	68	551 Cobblestone Dr.	Midvale, 84047
22194800370000	Description	Common Area	N/A	N/A	Midvale, 84047