

After Recording Return To:

SEB Legal, LLC
5200 South Highland Drive
Suite 303
Holladay, UT 84117

13410946
9/30/2020 8:30:00 AM \$204.00
Book - 11029 Pg - 2922-2928
RASHELLE HOBBS
Recorder, Salt Lake County, UT
SEB LEGAL LLC
BY: eCASH, DEPUTY - EF 7 P.

FOURTH AMENDMENT TO THE NEIGHBORHOOD DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MARKETPLACE ACLAIME AT INDEPENDENCE

This Fourth Amendment to the Neighborhood Declaration of Covenants, Conditions, and Restrictions for Marketplace Aclaime at Independence is executed on the date set forth below by Solis Homes at the Marketplace, LLC, a Utah limited liability company.

RECITALS

- A. The Neighborhood Declaration of Covenants, Conditions, and Restrictions for Marketplace Aclaime at Independence, was recorded in the Salt Lake County Recorder's Office on October 16, 2015, as Entry No. 12152791 in book 10371 at Pages 1249-1288 (the "Declaration");
- B. The Declaration was amended by that certain First Amendment to the Neighborhood Declaration of Covenants, Conditions, and Restrictions for Marketplace Aclaime at Independence, recorded in the Salt Lake County Recorder's Office on June 27, 2018, as Entry No. 12800260 in book 10688 at Pages 4710-4715 (the "First Amendment");
- C. The Declaration was later amended by that certain Second Amendment to the Neighborhood Declaration of Covenants, Conditions, and Restrictions for Marketplace Aclaime at Independence and First Amendment to the Bylaws of Marketplace at Independence Owners Association, Inc., recorded in the Salt Lake County Recorder's Office on June 12, 2020, as Entry No. 13296348 in book 10959 at Pages 8521-8528 (the "Second Amendment");
- D. The Declaration was amended a third time by that certain Third Amendment to the Neighborhood Declaration of Covenants, Conditions, and Restrictions for Marketplace Aclaime at Independence, recorded in the Salt Lake County Recorder's Office on August 18, 2020, as Entry No. 13364276 in book 1100 at Pages 7466-7473 (the "Third Amendment");
- E. Unless otherwise specified, this amendment incorporates all defined terms in the Declaration and subsequent amendments;
- F. Solis Homes at the Marketplace, LLC, is identified as the Declarant under the Declaration;
- G. The Declarant has the unilateral right to amend the Declaration so long as the Declarant owns any Lot in the Project, and the Declarant hereby certifies that it owns at least one Lot in the Project;
- H. This amendment is intended to clarify lease restrictions within the Project area, further define certain obligations and rights for the Live Work Units, and update the Legal Description of the Project;

- I. This amendment affects the real property located in Salt Lake County, Utah, described in Exhibit A;
- J. Pursuant to power granted to the Declarant under Article 13 of the Declaration, the Declarant approves of this amendment to the Declaration;

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

Section 7.8 is hereby amended to state the following:

No signs shall be erected or maintained in the Common Areas without the prior written consent of the Board. Live Work Units shall be permitted to have signs or stickers placed in the windows of the commercial portion of the Unit, provided that such signs or stickers are limited to a maximum of four (4) square feet. "For Sale" signs, "For Rent" signs, and the like may only be displayed in a Living Unit or Live-Work Unit's window. Holiday, religious, and political signs, symbols, and decorations may only be displayed in a Living Unit or Live-Work Unit's window and are subject to reasonable time, place, and manner rules created by the Association.

Section 7.14.4 is hereby amended to state the following:

7.14.4 Lease Limit. No more than 49% of Living Units, not including hardship exempt Living Units or bank owned Living Units, may be leased at any given time. Live Work Units are not subject to the Lease Limit and may be leased at any time.

Section 7.14.7 is hereby amended to state the following:

7.14.7 Application and Approval. Each Owner desiring to lease a Living Unit or shall apply to the Board for approval. Owners of Live Work Units do not need to obtain Board approval to lease their Live Work Unit. If an Owner's application is requested pursuant to a hardship exemption, the application shall contain all supporting documentation necessary to prove the Owner qualifies for a hardship exemption. Additionally, Owners shall pay the Board an application fee in an amount to be determined by Board resolution. Upon receipt of an application, the Board shall:

7.14.7.1 Approve the application if it determines that the Owner has paid their application fee, the Owner's application is within the rental lease limit or qualifies for a hardship exemption, and the lease complies with the initial lease term; or

7.14.7.2 Deny the application if it determines that the Owner has failed to pay their application fee, the Owner's application is outside of the rental lease limit and does not qualify for a hardship exemption, or the lease does not comply with the initial lease term.

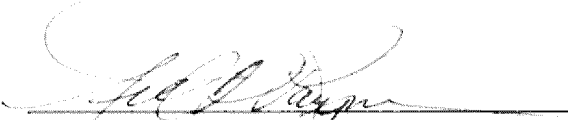
Section 7.14.11 is hereby amended to state the following:

7.14.11 Violations of Rental Restrictions. If an Owner fails to submit the required application, fails to use and submit a copy of a written lease agreement with the required terms, and leases their Living Unit, or leases their Living Unit without Board approval, the Board may assess fines against the Owner of the Living Unit in an amount to be determined by the Board. Regardless of whether any fines have been imposed, the Board may seek any available legal or equitable remedies, including but not limited to, an action to terminate the lease agreement and evict the occupant(s).

Exhibit A to the Declaration, which contains the Legal Description of the Project, is hereby amended and replaced in its entirety with the Legal Description contained in Exhibit A of this Third Amendment.

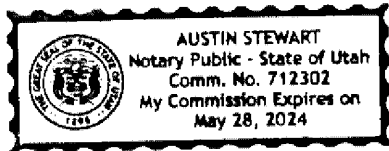
IN WITNESS WHEREOF, the Declarant has executed this amendment as of the 29 day of SEPTEMBER, 2020.

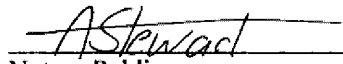
Solis Homes at the Marketplace, LLC


By: _____
Its authorized representative

STATE OF UTAH)
 :SS
County of Washington)

On the 29 day of September, 2020, personally appeared Ted Dec Payne who, being first duly sworn, did prove on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and did say that s(he) is the declarant of Solis Homes at the Marketplace, LLC, authorized to execute this instrument on behalf of said entity; and acknowledged said instrument to be his/her voluntary act and deed.





Notary Public

Exhibit "A"
LEGAL DESCRIPTION

LOTS T50 THROUGH T190 AS SHOWN ON THE MARKETPLACE ACCLAIM AT
INDEPENDENCE PLAT 'A' AS SHOWN ON THE OFFICIAL MAP THEREOF ON RECORD IN
THE SALT LAKE COUNTY RECORDER'S OFFICE.

33123020130000	LOT	T100	14702 S RISING STAR WY
33123020120000	LOT	T101	14698 S RISING STAR WY
33123020110000	LOT	T102	14696 S RISING STAR WY
33123020090000	LOT	T103	14694 S RISING STAR WY
33123020080000	LOT	T104	14692 S RISING STAR WY
33123020070000	LOT	T105	14690 S RISING STAR WY
33123020060000	LOT	T106	14688 S RISING STAR WY
33123020050000	LOT	T107	14686 S RISING STAR WY
33123030010000	LOT	T108	14707 S RISING STAR WY
33123030020000	LOT	T109	14709 S RISING STAR WY
33123030030000	LOT	T110	14713 S RISING STAR WY
33123030040000	LOT	T111	14717 S RISING STAR WY
33123030050000	LOT	T112	14723 S RISING STAR WY
33123030060000	LOT	T113	14725 S RISING STAR WY
33123030070000	LOT	T114	14729 S RISING STAR WY
33123030080000	LOT	T115	14733 S RISING STAR WY
33123030090000	LOT	T116	14737 S RISING STAR WY
33123030100000	LOT	T117	14741 S RISING STAR WY
33123030110000	LOT	T118	14745 S RISING STAR WY
33123030120000	LOT	T119	14749 S RISING STAR WY
33123030130000	LOT	T120	636 W LIFE DR
33123030140000	LOT	T121	632 W LIFE DR
33123030150000	LOT	T122	628 W LIFE DR
33123030270000	LOT	T123	14756 S NOB LN
33123030260000	LOT	T124	14752 S NOB LN
33123030250000	LOT	T125	14748 S NOB LN
33123030240000	LOT	T126	14744 S NOB LN
33123030230000	LOT	T127	14742 S NOB LN
33123030220000	LOT	T128	14738 S NOB LN
33123030210000	LOT	T129	14732 S NOB LN
33123030200000	LOT	T130	14728 S NOB LN
33123030190000	LOT	T131	14724 S NOB LN
33123030180000	LOT	T132	14722 S NOB LN
33123030170000	LOT	T133	14718 S NOB LN
33123030160000	LOT	T134	14714 S NOB LN
33123040010000	LOT	T135	14719 S NOB LN
33123040020000	LOT	T136	14723 S NOB LN
33123040030000	LOT	T137	14725 S NOB LN
33123040040000	LOT	T138	14727 S NOB LN
33123040050000	LOT	T139	14731 S NOB LN
33123040060000	LOT	T140	14735 S NOB LN
33123040070000	LOT	T141	14737 S NOB LN

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33123040090000	LOT	T143	14743 S NOB LN
33123040100000	LOT	T144	14745 S NOB LN
33123070020000	LOT	T145	608 W LIFE DR
33123070030000	LOT	T146	606 W LIFE DR
33123070040000	LOT	T147	604 W LIFE DR
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33123070130000	LOT	T156	576 W LIFE DR
33123070140000	LOT	T157	574 W LIFE DR
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33123050170000	LOT	T162	14771 S LEWSKI LN
33123050160000	LOT	T163	14767 S LEWSKI LN
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33123050140000	LOT	T165	14759 S LEWSKI LN
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33123050020000	LOT	T176	582 W LEWSKI LN
33123050010000	LOT	T177	584 W LEWSKI LN
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33123060020000	LOT	T179	14735 S ASHER LN
33123060030000	LOT	T180	14737 S ASHER LN
33123060040000	LOT	T181	14741 S ASHER LN
33123060050000	LOT	T182	14745 S ASHER LN
33123060060000	LOT	T183	577 W LEWSKI LN
33123060070000	LOT	T184	575 W LEWSKI LN
33123060080000	LOT	T185	573 W LEWSKI LN
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33123020680000	LOT	T51	14796 S RISING STAR WY

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 33123020170000 LOT T96
 33123020160000 LOT T97
 33123020150000 LOT T98
 33123020140000 LOT T99

14794 S RISING STAR WY
 14792 S RISING STAR WY
 14788 S RISING STAR WY
 662 W KOINS WY
 664 W KOINS WY
 666 W KOINS WY
 668 W KOINS WY
 670 W KOINS WY
 14782 S RISING STAR WY
 14780 S RISING STAR WY
 14778 S RISING STAR WY
 14776 S RISING STAR WY
 14774 S RISING STAR WY
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 14712 S RISING STAR WY
 14710 S RISING STAR WY
 14708 S RISING STAR WY
 14706 S RISING STAR WY
 14704 S RISING STAR WY

**PARCEL AREA AND PARCEL D THROUGH V AS SHOWN ON THE MARKETPLACE ACCLAIM
AT INDEPENDENCE PLAT 'A' AS SHOWN ON THE OFFICIAL MAP THEREOF ON RECORD IN
THE SALT LAKE COUNTY RECORDER'S OFFICE.**

3312305010000	Parcel D
3312303029000	Parcel E
3312307001000	Parcel F
3312302064000	Parcel G
3312302070000	Parcel H
3312302054000	Parcel I
3312302043000	Parcel J
3312302032000	Parcel K
3312302021000	Parcel L
3312302010000	Parcel M
3312303028000	Parcel N
3312304011000	Parcel P
3312307017000	Parcel Q
3312306014000	Parcel R
3312305020000	Parcel S
3312302058000	Parcel T
3312302002000	Parcel U
3312302003000	Parcel V
3312302001000	AREA