

HEN RECORDED RETURN TO:

BLAKE JOHNSON, JD
SMITH/KNOWLES ATTORNEYS
2225 WASHINGTON BLVD. SUITE 200

OGDEN, UTAH

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84401

FIRST AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
Villages on Draper Hills

This First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Villages on Draper Hills (hereinafter "First Amendment"), hereby amends that certain Declaration of Covenants, Conditions and Restrictions for The Villages on Draper Hills as amended, recorded on August 7, 2012 in the Salt Lake County Recorder's Office, as Entry No. 11446021 ("Declaration") and is adopted by "Management Committee" or Board of Directors ("Board") for The Villages on Draper Hills Homeowners Association ("Association"), for and on behalf of its members, and made effective as of the date recorded in the Salt Lake County Recorder's Office.

RECITALS:

(A) This First Amendment affects and concerns the real property located in Salt Lake County, Utah, and more particularly described in the attached Exhibit "A" ("Property").

(B) On or about September 17, 2008, the Baywood Villages at Kimball's Lane Townhomes Plat was recorded in the Salt Lake County Recorder's Office as Entry No. 10522559 ("Plat").

(C) On or about August 7, 2012, the Declaration was recorded in the Salt Lake County Recorder's Office as Entry No. 11446021. The Bylaws were recorded as an exhibit to the Declaration.

(D) Although the Plat is titled Baywood Villages at Kimball's Lane Townhomes, the Declaration officially changed the name of the project to THE VILLAGES ON DRAPER HILLS P.U.D. for purposes of the Governing Documents and adopted THE VILLAGES ON DRAPER HILLS HOMEOWNERS ASSOCIATION as the name of the project owner's association authorized under the Declaration.

(E) The Declaration contains a Table of Contents at the beginning which includes references to articles and subsections. Any reference in the Table of Contents to Articles 11 and 20 shall no longer apply once this First Amendment is adopted, but no amendment to the Table of Contents shall be specifically provided herein.

CERTIFICATION

By signing below, the Board hereby certifies that pursuant to Article 15.1 of the Declaration and the Utah Community Association Act, the Association has obtained the approval or written consent of at least sixty percent (60%) of the total membership.

13954307 B: 11340 P: 1778 Total Pages: 8
05/18/2022 01:20 PM By: asteffensen Fees: \$172.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: SMITH KNOWLES
2225 WASHINGTON BLVD #200 ATTN: BLAKE D JOHNSON OGDEN, UT 84401

NOW, THEREFORE, pursuant to the foregoing, the Board hereby makes and executes this First Amendment, which shall be effective as of its recording date.

COVENANTS, CONDITIONS AND RESTRICTIONS

1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.
2. No Other Changes. Except as otherwise expressly provided in this First Amendment, the Declaration remains in full force and effect without modification.
3. Conflicts. In the case of any conflict between the provisions of this First Amendment and the provisions of the Declaration, the provisions of this First Amendment shall in all respects govern and control. In the case of any existing provision with the Declaration that could be interpreted as prohibiting the modifications set forth in this First Amendment, such provision is hereby modified in order to accomplish the purpose and intent of this First Amendment.
4. Purpose. It is the purpose and intent of this First Amendment to modify and clarify existing restrictions with regard to the Community's governing documents.

AMENDMENTS

5. Article 20 of the Declaration "Leasing and Non-Owner Occupancy" is hereby deleted in its entirety and replaced with the following:

ARTICLE 20

LEASING AND NON-OWNER OCCUPANCY

20.1 Restrictions and Rules Governing Non-Owner-Occupied Units. Notwithstanding anything to the contrary in the Governing Documents, any leasing and non-owner occupancy of a Units shall be governed by this section, Rules consistent with this section, and procedures adopted as allowed in this section.

- (a) Daily, nightly, weekly, or monthly occupation by non-owner occupants is prohibited (whether pay or not), and Units shall not be advertised or listed for short term rental on such sites as Airbnb, VRBO, HomeAway, Flipkey, Wimdu, House Trip and similar international, national, or local providers.
- (b) Any lease or agreement for non-owner occupancy must be in writing, must be for an initial term of at least one (1) year. The Owner and tenant may negotiate the terms of any continuous month to month tenancy following the required initial term for that tenant. The agreement shall provide as a term of the agreement that the resident shall comply with the Governing Documents, and that any failure to comply shall be a default under the lease or agreement. If a lease or agreement for non-owner occupancy (whether in writing or not) does not include these provisions, these

provisions shall nonetheless be deemed to be part of the lease or agreement and binding on the Owner and the resident.

- (c) A copy of any lease or other agreement for non-owner occupancy shall be delivered to the Association according to the rules adopted by the Association.
- (d) The Owner(s) of a Unit shall be responsible for the occupant's or any guest's compliance with the Governing Documents. In addition to any other remedy for noncompliance with this Declaration by the Occupant(s), the Association, following notice to the Owner of any noncompliance or violation pursuant to Utah Code §57-8a-208(2), shall have the right to initiate a forcible entry and unlawful detainer action pursuant to, and in compliance with, Utah Code §78B-6-801, et. seq., or similar such action allowed by law, with the purpose of removing the offending non-owner occupant. The Association may not initiate a forcible entry and unlawful detainer action if the Owner has cured the noncompliance or violation within fifteen (15) days from the day the Owner received the violation notice. For violations which are single events and not a continuing violation, the Association may not initiate a forcible entry and unlawful detainer action unless the Occupant has committed the same or similar violation within one year of the Owner first receiving the violation notice stated above. In any event, the Association's right to initiate a forcible entry and unlawful detainer action shall be limited to situations in which the Occupant actions have (1) caused material damage to Common Area, (2) violated State or local laws, or (3) has caused or may cause significant harm or injury to other Owners or Occupants within the Villages on Draper Hills Subdivision. This paragraph is in no way intended to limit any rights or remedies which the Association may pursue under Utah Code §78B-6-1108. The Association, the Board, and the Manager shall not have any liability for any action taken pursuant to this subparagraph 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 subparagraph. For purposes of this subparagraph, each Owner in accepting the deed to a Unit expressly consents to such authority and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments and pursue any and all remedies available to remove the offending non-owner occupant.
- (e) Violations of the provisions of this Article shall result in the imposition of the maximum fine allowable by law, which, as of the date of this recording, is \$500 per month.

20.2 Maximum Number of Rental Units. Up to eighteen (18) Units in the Project may be rented or non-Owner occupied at any one time for a maximum total of 24% non-exempt, non-Owner occupied Units in the community. The ability to lease an existing non-Owner occupied Unit expires upon the sale or transfer of ownership of said Unit, or if an Owner re-occupies the Unit. The Association may develop and maintain an application and waiting list for those Owners that desire to lease their Unit once the percentage is below 24%.

- (a) Exempt Non-Owner Occupied Units. The following Units may be non-Owner occupied Units and, unless otherwise stated herein, are not subject to term restrictions in Section 20.1 or counted as part of the rental cap in Section 20.2:

- (1) An Owner in the military for the period of the Owner's deployment.
- (2) A Unit occupied by an Owner's parent, child, or sibling.
- (3) An Owner whose employer has relocated the Owner for less than two years.
- (4) A Unit owned by an entity that is occupied by an individual who:
 - i. Has voting rights under the entity's organizing documents; and
 - ii. Has a 25% or greater share of ownership, control, and right to profits and losses of the entity,
- (5) A Unit owned by a trust or other entity created for the estate planning purposes if the trust or other estate planning entity was created for:
 - i. The estate of a current resident of the Unit; or
 - ii. The parent, child, or sibling of the current resident of the Unit, or
- (6) The rental of any Unit which was purchased by the current title owner prior to the date this First Amendment was recorded in the records of the Salt Lake County Recorder. This exemption found in this Subsection (6) only applies to the rental cap, but rentals exempted under this Subsection (6) are still subject to rental term limits found in Section 20.2.

(b) Owners who have a purchased a Unit in the Association before the adoption of this First Amendment may continue to lease, or enter into a new agreement to lease, the Unit until the Unit is transferred, at which time all restrictions under this Section 20 shall apply to the Unit.

(c) Notwithstanding the rental restrictions in Article 20, an "internal accessory dwelling unit", as that term is used in the Act, shall not count towards the 24% rental cap as long as the internal accessory dwelling unit complies with all land use ordinances, building codes, health codes, and fire codes, or other requirements imposed by law.

20.3 Required Rules. The Board of Directors shall adopt rules to determine and track the number of rentals and Units in the Association, and the Board of Directors shall ensure consistent administration and enforcement of the rental restrictions herein.

20.4 Permitted Rules. The Board of Directors may adopt Rules requiring:

- (a) Reporting and procedural requirement related to non-Owner occupied Units and the occupants of those Units, including requiring informational forms to be filled out by Owners and/or residents identifying non-owner occupants, vehicles, phone numbers, etc.; and
- (b) Other reasonable administrative provisions consistent with, and as it deems appropriate to enforce, the requirements of this Declaration.

6. Article 21.4 of the Declaration "Reinvestment Covenant Upon Sale or Transfer of Unit" is hereby deleted in its entirety.

7. Article 6.1 (o) of the Declaration “Notification of Sale or Transfer and Reinvestment Fee” is hereby deleted in its entirety and replaced with the following:

(o) Notification of Sale or Transfer and Reinvestment Fee. The Board shall have power to levy a one-time reinvestment fee when a change in ownership of a Unit occurs in the amount up to .5% of the value of the Unit unless a lesser amount is determined by the Board. The use of the reinvestment fee shall be in accordance with the Act. The Board shall record any necessary notice with the Salt Lake County Recorder as required by law.

8. Article 22 of the Declaration “Declarant Rights” is hereby deleted in its entirety.

9. Article 3.2(f) of Exhibit C to the Declaration “Bylaws of the Villages at Draper Hills Homeowners Association” is deleted in its entirety and replaced with the following:

3.2 Meetings.

(f) **Executive Session.** The Management Committee or a Sub-Committee may temporarily close and open-meeting by entering into an executive session closed to owners and the public according to the rules set forth in the Act and the Utah Revised Nonprofit Corporation Act, which define the purposes and procedure for closing an open meeting. No action may be taken during an executive session. If an action is taken by the Management Committee after an executive session, the Management Committee shall do so in an open meeting and, prior to the vote, provide a brief description of the nature of the topic discussed during the executive session without providing sensitive details of the discussion. Minutes need not be taken during executive sessions. The Management Committee may invite the Association’s legal counsel and/or manager to the executive session.

10. Article 1.15 of the Declaration is hereby deleted in its entirety and replaced with the following:

1.15 “Management Committee” shall mean the entity with primary authority to manage the affairs of the Association. For purposes of this Declaration, “Management Committee” is synonymous with “Board of Directors”, as that term is used in the Utah Revised Nonprofit Corporations Act, and those terms may be used interchangeably within the Governing Documents.

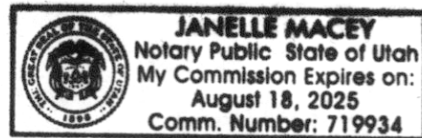
THE VILLAGES ON DRAPER HILLS HOMEOWNERS ASSOCIATION

Rebecca Memmott
By: Rebecca Memmott
Its: President

STATE OF UTAH)
)
COUNTY OF Salt Lake : ss)

On this 18th day of May, 2022, personally appeared before me Rebecca Memmott, who being by me duly sworn, did say that he/she is the President of THE VILLAGES ON DRAPER HILLS HOMEOWNERS ASSOCIATION a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

Janelle Macey
Notary Public



**Exhibit A
Legal Description**

BASIS OF BEARING IS SOUTH 89°58'40" EAST BETWEEN THE SOUTHWEST CORNER OF SECTION 19 AND THE SOUTH QUARTER CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING 591.10 FEET SOUTH 89°58'40" EAST AND 33.00 FEET NORTH 00°01'20" EAST FROM THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00°01'20" EAST, 613.50 FEET; THENCE SOUTH 89°58'40" EAST, 701.60 FEET; THENCE NORTH 15°37'34" EAST, 89.91 FEET; THENCE SOUTH 00°14'40" EAST, 68.60 FEET; THENCE SOUTH 89°58'40" EAST, 2.79 FEET; SOUTH 00°01'20" WEST, 600.49 FEET; THENCE SOUTH 00°01'40" EAST, 64.01 FEET; THENCE NORTH 89°58'40" WEST, 306.62 FEET; THENCE NORTH 00°01'20" EAST, 53.00 FEET; THENCE NORTH 89°58'40" WEST, 140.86 FEET; THENCE SOUTH 00°01'20" WEST, 16.75 FEET; THENCE NORTH 89°58'40" WEST, 140.86 FEET; THENCE SOUTH 00°01'20" WEST, 3.25 FEET; THENCE NORTH 89°58'40" WEST, 140.86 FEET TO THE POINT OF BEGINNING.

CONTAINS: 10.45 ACRES (MORE OR LESS)

Affecting Salt Lake County Parcel Nos.

Parcel Number	Lot/Unit	Val
28193550250000	LOT	30
28193550260000	LOT	29
28193550270000	LOT	28
28193570100000	LOT	21
28193570110000	LOT	20
28193570120000	LOT	19
28193580070000	LOT	27
28193580080000	LOT	26
28193580090000	LOT	25
28193590100000	LOT	3
28193590110000	LOT	4
28193600040000	LOT	2
28193600050000	LOT	1

Parcel Number	Lot/Unit	Val
28193550340000	LOT	37
28193550350000	LOT	38
28193550360000	LOT	39
28193550370000	LOT	40
28193550380000	LOT	41
28193550390000	LOT	42
28193550400000	LOT	43
28193550410000	LOT	44
28193550420000	LOT	45
28193550430000	LOT	46
28193550440000	LOT	47
28193550450000	LOT	48
28193550460000	LOT	49
28193550470000	LOT	50
28193550480000	LOT	51
28193550490000	LOT	52
28193550500000	LOT	53
28193550510000	LOT	54
28193550520000	LOT	58
28193550530000	LOT	59
28193550540000	LOT	60
28193550550000	LOT	61
28193550560000	LOT	62
28193550570000	LOT	63
28193550580000	LOT	64
28193550590000	LOT	65
28193550600000	LOT	66
28193550610000	LOT	70
28193550620000	LOT	71
28193550630000	LOT	72
28193560060000	LOT	14
28193560070000	LOT	15
28193560080000	LOT	55
28193560090000	LOT	56
28193560100000	LOT	57
28193570130000	LOT	22
28193570140000	LOT	23
28193570150000	LOT	24

28193570160000	LOT	67
28193570170000	LOT	68
28193570180000	LOT	69
28193570190000	LOT	73
28193570200000	LOT	74
28193570210000	LOT	75
28193580100000	LOT	31
28193580110000	LOT	32
28193580120000	LOT	33
28193580130000	LOT	34
28193580140000	LOT	35
28193580150000	LOT	36
28193590120000	LOT	5
28193590130000	LOT	6
28193590140000	LOT	7
28193590150000	LOT	8
28193590160000	LOT	9
28193590170000	LOT	10
28193590180000	LOT	11
28193590190000	LOT	12
28193590200000	LOT	13
28193600070000	LOT	16
28193600080000	LOT	17
28193600090000	LOT	18
28193600100000		