

After Recording Return To:
SEB Legal, LLC
5200 S. Highland Dr.
Suite 303
Holladay, UT 84117

13977244 B: 11352 P: 3498 Total Pages: 4
06/29/2022 01:13 PM By: adavis Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: SEB LEGAL
5200 SOUTH HIGHLAND DRIVESALT LAKE CITY, UT 84117

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF WALKER ESTATES
TOWNHOMES CONDOMINIUM DEVELOPMENT**

This Amendment to the Declaration of Covenants, Conditions and Restrictions of Walker Estates Townhomes Condominium Development (this "Amendment") is executed on the date set forth below by Walker Estates Homeowners Association, Inc (the "Association").

RECITALS

A. Real property in Salt Lake County, Utah, identified in Exhibit A and known as the Walker Estates Townhomes (the "Project"), was subjected to covenants, conditions, and restrictions pursuant to the Declaration of Covenants, Conditions and Restriction of Walker Estates Townhomes Condominium Development recorded on January 17, 1996, in the Salt Lake County Recorder's Office as Entry No. 6258897 (the "Declaration");

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

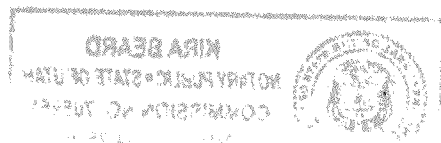
C. This Amendment is intended to create a reinvestment fee covenant for the Association and to provide restrictions regarding rentals in the Project;

D. Two Officers of the Association's Board of Trustees hereby certify that this Amendment was approved by the affirmative vote of a majority of Owners within the Association, as required by Section 14(B) of the Declaration.

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

Following Section 8(D) of the Declaration, an additional section will be added via this Amendment, as Section 8(E), which will read as follows:

E. Reinvestment Fee. A reinvestment fee, pursuant to U.C.A. § 57-1-46, shall be due to the Association at the time a Unit is transferred or conveyed, in the amount of 0.5% of the total purchase price of the unit. The Board of Trustees may change the amount of the reinvestment fee as necessary so long as such amount does not exceed 0.5% of the total purchase price of the Unit. A Notice of Reinvestment Fee will be recorded on the Walker Estates Townhomes to meet the statutory requirements of U.C.A. § 57-1-46.



Additionally, Section 9(B) of the Declaration is hereby revised to read as follows revisions (revisions marked in bold and italics):

B. Use of Units. All Units are intended to be improved for residential occupancy and are restricted to such use. Except as provided herein, each Unit shall be used only as a single-family residence. *Units may only be rented to a single family; dormitory, hostel, hotel, or nightly rentals are strictly prohibited. All leases and lessees of a Unit are subject to the provisions of the Declaration, Bylaws, rules and regulations, and all amendments thereto (the "Project Documents"). Any Owner who leases their Unit shall be responsible for assuring the occupants' compliance with the Project Documents. No Owner may lease a Unit for a term shorter than six months.* Additionally, no gainful occupation, profession, trade or other nonresidential use shall be conducted on any Unit without the prior written consent of the Board. In considering any request for use of a Unit for other purposes, the Board may take into consideration in granting or denying such approval the additional use intended for such Unit, whether or not employees other than Owner will be working at the Unit, whether or not customers or clients will be frequenting the Unit, and such other items as the Board shall deem appropriate. No Unit shall be used, occupied, or altered in violation of law, so as to jeopardize the support of any other Unit, so as to create a nuisance or interfere with the rights of any Owner, in a way which would result in an increase in the cost of any insurance covering the Common Areas or other Units, or in a way which would result in an increase in potential liabilities to the Association or other Owners.

IN WITNESS WHEREOF, the Board has executed this Amendment to the Declaration as of the 27 day of June, 2022.

WALKER ESTATES HOMEOWNERS ASSOCIATION, INC.

Parola M Sams
By:
Its: WALKER Estates HOA, Secretary

STATE OF UTAH)
 :SS
County of Salt Lake)

On the 27 day of June, 2022, personally appeared Parola M Sams who, being first duly sworn, did that say that they are an Officer sitting on the Board of Trustees 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 a majority of the total votes of the Association, and acknowledged said instrument to be their voluntary act and deed.

K. Beard
Notary Public for Utah

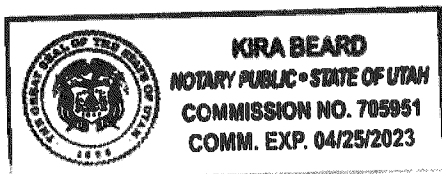


EXHIBIT A
Legal Description

Beginning at a point on an existing wood fence, said point being N 41°28'00" W 51.791 feet and S 49°29'00" W 204.272 feet from the county monument at the intersection of Valley View Avenue and Holladay Boulevard (basis of bearing is N 41°28'00" W from the monument at the intersection of Holladay Boulevard and Valley View Avenue and the monument South 98 feet, more or less, of the intersection of Holladay Boulevard and Arbor Lane), said point also being N 00°02'30" W 1264.034 feet and East 587.309 feet and N 49°25'00" E 442.991 feet from the center of Section 10, Township 2 South, Range 1 East, Salt Lake Base and Meridian (Salt Lake County Area Reference Plat record location) and running thence along said fence S 49°25'00" W a distance of 442.991 feet; thence NORTH 41°15'00" WEST a distance of 75.801 feet; thence SOUTH 82°35'17" WEST a distance of 100.430 feet to the East line of Boyes Street; thence along Boyes Street NORTH 26°58'58" EAST a distance of 35.493 feet; thence SOUTH 64°04'30" EAST a distance of 7.802 feet; thence NORTH 54°18'20" EAST a distance of 41.950 feet; thence SOUTH 41°15'00" EAST a distance of 23.930 feet; thence NORTH 49°29'00" EAST a distance of 5.677 feet; thence NORTH 41°15'00" WEST a distance of 1.424 feet to a point on an existing fence; thence NORTH 49°11'56" EAST a distance of 444.417 feet along said fence; thence SOUTH 40°31'00" EAST a distance of 112.739 feet to the point of beginning.

Contains 52,266 Square Feet 1.1999 Acres and 7 Lots and 8 Parcels

Parcel Numbers 22102070010000 through 22102070080000.

By:
Its:

STATE OF UTAH)
 :SS
County of)

On the ____ day of _____, 20____, personally appeared _____ who, being first duly sworn, did that say that they are an Officer sitting on the Board of Trustees 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 a majority of the total votes of the Association, and acknowledged said instrument to be their voluntary act and deed.

Notary Public for Utah