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After Recording Return To:
Sky Mountain Golf Estates HOA
985 N 2600 W
Hurricane, UT 84737

DOC # 20080042293
Amended Restrictive Covenants Page 1 of 4
Russell Shirts Washington County Recorder
11/04/2008 04:54:57 PM Fee \$ 26.00
By SKY MNT GOLF ESTATES HOA



**AMENDMENT TO
THE AMENDED AND RESTATED DECLARATION OF COVENANTS CONDITIONS
AND RESTRICTIONS OF SKY MOUNTAIN GOLF ESTATES HOMEOWNERS
ASSOCIATION**

This Amendment to The Amended and Restated Declaration of Covenants, Conditions and Restrictions of Sky Mountain Golf Estates Homeowners Association ("Amended Declaration"), is made on the date evidenced below by the Sky Mountain Golf Estates Homeowners Association ("Association").

RECITALS

A. Certain real property in Washington County, Utah, known as the Sky Mountain Golf Estates Homeowners Association was subjected to certain covenants, conditions, and restrictions pursuant to the Declaration of Covenants Conditions and Restrictions recorded May 14, 1999, as Entry No. 00647269 in the Recorder's Office for Washington County, Utah;

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

C. To avoid the communal ills, including, among other things, rules violations, abuse and destruction of community and private property and the consequent increase in insurance premiums, and the diminished safety of the Owners, associated with a high levels of tenancy, the Association deems restricting and regulating the manner of renting and number of rentals within the community necessary and in the best interest of the Owners;

D. This amendment is intended to prohibit all rentals of homes in the community, except to owners who are currently renting at the time this amendment is adopted and future owners who qualify for hardship exceptions as explained hereafter;

E. Pursuant to Amended Article XIII, of the Declaration, the President and Secretary hereby certify that votes representing at least (67%) of votes affirmatively cast once a quorum of at least 50% of the membership was established approved this Amendment.

NOW, THEREFORE, The Association, by and through its Board of Trustees, hereby amends Article III, A. 3.1, Amended Declaration to read as follows:

3.1 Leasing of Units. It is the intent of the Sky Mountain Golf Estates Homeowners Association to be an "owner occupied" community. Accordingly, the leasing and renting of Units by Owners, if permitted, shall be in accordance with this Section.

"Leasing or renting" of a Unit means the granting of a right to use or occupy a Unit for a specific term or indefinite term (with rent stated on a periodic basis), in exchange for the payment of rent (money, property or other goods or services of value); but shall not mean and include joint ownership of a Unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership. Owners and Units shall be subject to the following restrictions:

3.1.1 No Unit may be rented or leased except as provided below:

(a) No Owner may lease or rent less than the entire Unit. Individual rooms may not be rented, and, in the event a rental is permitted, no owner may lease or rent any Unit for a period of less than six (6) consecutive months.

(b) To avoid undue hardships or practical difficulties such as the Owner's job relocation, disability, military service or charitable service, the Board of Trustees shall have discretion to approve an Owner's application to temporarily rent or lease the Owner's Unit. The Board may not approve an application to rent or lease less than the Owner's entire Unit or to rent or lease the Unit for a period of less than six (6) consecutive months.

(c) As of the date of recording of this amendment, any Owner or future Owner of a Lot that is under contract for sale at the date of recording ("Grandfathered Owner") may continue to rent or lease their Unit until such time as the unit is sold or title is otherwise transferred to a new owner of record. "Transferred to a new owner of record" shall include transfers or conveyances to immediate family members.

(d) For those who qualify, rental and lease agreements shall comply with this subsection.

(i) The Owner shall provide the tenant or lessee with a copy of the Declaration, the Bylaws, including any relevant amendments to such documents, and all rules and regulations then in effect and shall take a receipt for delivery of the documents. In the event any such documents are amended, revised, changed, or supplemented by the Association, the Owner shall provide the tenant or lessee with a copy of the amendments, revisions, changes, or supplements within ten (10) calendar days of adoption by the Association, its Board, or its membership.

(ii) Upon the commencement of the rental or lease period, the Owner shall provide the Association with a signed copy of the Lease Agreement which shall include the name(s) and mailing address of the tenant. If the Owner fails to provide the documents to the tenant or lessee, the Association shall provide the documents to the tenant or lessee and take a receipt therefore, and shall assess a reasonable charge therefore to the Owner as an assessment pursuant to Article VI of this Declaration.

(e) If an Owner rents or leases any Unit, and/or rents or leases any Unit after the Board has denied the Owner's application, or without prior permission, rents or leases their Unit after the adoption of this amendment, the Board may assess fines against the Owner and the Owner's Unit in an amount to be determined by the Board pursuant to a schedule of fines adopted by resolution. In addition, regardless of whether any fines have been imposed, the Board may proceed with any other available legal remedies, including but not limited to an action to, terminate the rental or lease agreement and removal of any tenant or lessee.

(f) The Association shall be entitled to recover from the offending Owner its costs and attorney's fees incurred for enforcement of this Section, 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 Article VI of this Declaration.

(g) In addition to any other remedies available to the Association, the Board may require the Owner to terminate a lease or rental agreement if the Board determines that any lessee or tenant has violated any provision of this Declaration, the Articles of Incorporation, the Bylaws, or any amendments thereto, or the rules and regulations adopted thereto. Each lease or rental agreement shall include the express language of this Section (g), either in the agreement itself or as an addendum thereto, expressly granting the Association, as a third-party beneficiary, the right to evict the tenant.

EXHIBIT A

LEGAL DESCRIPTION

The following lots are subject to this Amendment to the Declaration of Covenants, Conditions and Restrictions of Sky Mountain Golf Estates Homeowners Association.

Sky Mountain Golf Estates Phase 1 Amended: Lots 1-55

Sky Mountain Golf Estates Map 3: Lots 93-111, 114-121, 143

Sky Mountain Golf Estates Phase 4: Lots 122, 144-154

Sky Mountain Golf Estates Phase 5: Lots 155-163, 165, 166

Sky Mountain Golf Estates Phase 6: Lots 167-174, 176, 189-198

Sky Mountain Golf Estates Phase 7: Lots 176-184

Sky Mountain Golf Estates Phase 8: Lots 185-188, 199, 200

Sky Mountain Golf Estates Phase 9: Lots 201-221

Sky Mountain Golf Estates Phase 10 Amended: Lots 222-228

Lot B Legal: S: 29 T: 41S R: 13W BEG S 89*40'47 E ALG SEC/L 709.45 FT & N 0* W 949.90 FT FM S1/4 COR SEC 29 T41S R13W TH N 45*39'28 W 163.70 FT TO ELY R/W LN STONE RIDGE DR BEING PT CURV NON-TNGY CUR CNCV NW HAV RAD 205 FT CTRL ANG 60*25'48 CHD 206.33 FT BEAR N 21*26'48E; TH NELY ALG CUR & R/W LN 216.21 FT; TH S 58*30'59 E 25.23 FT; TH S 21*29'53 E 80.94 FT; TH S 03*42'19 W 59.22 FT; TH S 02*14'05 E 98.61 FT; TH S 09* W 61.10 FT TO POB

Lot C Legal: S: 29 T: 41S R: 13W BEG S 89*40'47 E ALG SEC/L 676.98 FT & N 0* W 940.01 FT FM S1/4 COR SEC 29 T41SR13W TH N 89*40'47 W 190.42 FT TO ELY R/W LN STONE RIDGE DR; TH ALG R/W LN N 25*47'32 E 28.37 FT TO PT CURV TNGT CUR CNCV SE HAV RAD 205.81 FT CTRL ANG 30*03'05 ; TH NELY ALG CUR 107.95 FT; TH N 55*50'37 E 14.06 FT TO PT CURV TNGT CUR CNCV NW HAV RAD 205 FT CTRL ANG 04*11'12 ; TH NELY ALG CUR 14.98 FT; TH S 45*39'28 E 163.70 FT; TH S 09* W 10 FT; TH N 89*40'47 W 30.91 FT TO POB

IN WITNESS WHEREOF, THE SKY MOUNTAIN GOLF ESTATES HOMEOWNERS ASSOCIATION has executed this Amendment to the Declaration as of the 1st day of November, 2008, in accordance with the Declaration.

SKY MOUNTAIN GOLF ESTATES HOMEOWNERS ASSOCIATION

Michael E. Heins

Michael E. Heins, President

Daniel J. Dwyer

Daniel J. Dwyer, Secretary

Gordon A. Russell

Gordon A. Russell, Treasurer

STATE OF UTAH)

County of Washington) ss

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On the 1st day of November, 2008, personally appeared before me Michael E. Heins, Daniel J. Dwyer and Gordon A. Russell, who, first being duly sworn, did say that they are the President, Secretary and Treasurer of the Association and that the foregoing instrument was signed and certified in behalf of said Association by authority of its Board of Trustees; and each of them acknowledged said instrument to be their voluntary act and deed.

Notary Public for Utah

Rachel L. Webb

