

**AMENDMENT TO SAND HOLLOW RESORT HOME OWNERS ASSOCIATION  
 NIGHTLY RENTAL RULES AND POLICIES**

This Amendment is made pursuant to Section 2.8(c) of the First Amended and Restated Master Declaration for Sand Hollow Resort, which was recorded November 13, 2017, as DOC # 20170045927 (the "Master Declaration") and amends certain provisions of the Sand Hollow Resort Home Owners Association Nightly Rental Rules and Policies that were recorded November 16, 2017, as DOC # 20170046429, (the "Nightly Rental Rules"), records of Washington County, Utah as follows:

Section 17 governing "Fines and Penalties" is hereby amended as follows:

**17. FINES AND PENALTIES:**

**Fine Schedule**

| <b>Violation</b>   | <b>Fine Amount</b>   |
|--|--|
| Offering or renting a Unit as a Short-Term Rental prior to compliance with the requirements of Section 3 of the Nightly Rental Rules   | For each occurrence, the lesser of \$1,200 per night or the total of all remuneration received for the rental.   |
| Offering or renting a Unit as a Short-Term Rental prior to compliance with the requirements of Section 5 of the Nightly Rental Rules   | For each occurrence, the lesser of \$1,200 per night or the total of all remuneration received for the rental.   |
| Failure to disclose the current number of rooms available and/or held out for public accommodation or, in the event the entire Unit is offered for Short Term Rental, the total number of people the Unit can safely accommodate | \$100 per occurrence   |
| Failure to properly maintain guest register  | \$100 if unintentional (intentional misrepresentation of number of guests \$1,000 fine)  |
| Advertised Occupancy of Short-Term Rental Unit by greater number of persons than that which it is designed or furnished to accommodate.  | \$250 per person over the number for which the Unit is designed or furnished to accommodate (e.g. if the Unit is designed or furnished to accommodate 6 people, and 10 people occupy the Unit, then the fine will be \$1,000). |
| Failure to comply with the minimum rules established by the Utah Department of Health (including rules regarding smoking).   | \$250 per occurrence   |
| Failure to provide the minimum sanitary facilities and items required by Section 10 subitem 2 above  | \$250 per occurrence   |

| Violation  | Fine Amount                                |
|--|--|
| Failure to ensure the Short Term Rental Unit is cleaned after the departure of a guest or before the arrival of any subsequent guest   | \$250 per occurrence                       |
| Failure to provide or allow an inspection of a rental property for compliance with these regulations as required by Section 11 above   | \$50 per day delay in permitted inspection |
| Parking violations   | \$125 per vehicle per violation            |
| Operate or use outdoor pools, hot tubs or spas after eleven o'clock (11:00) P.M. and before six o'clock (6:00) A.M.  | \$125 per person per violation             |
| Noise violation - create noises that by reason of time, nature, intensity or duration are out of character with noises customarily heard in the surrounding residential neighborhood | \$125 per occurrence                       |
| Interfere with the privacy of or trespass onto surrounding residential properties  | \$750 per occurrence                       |
| Disturb the peace of surrounding residential property residents  | \$750 per occurrence                       |
| Engage in any disorderly or illegal conduct, including illegal consumption of drugs and alcohol  | \$750 per occurrence                       |

This Fine Schedule will remain in effect unless and until amended as provided in the Master Declaration

**(a) Interest and Late Fees.** Fines not paid within 30 days of levy shall incur interest at the rate of 18% per annum, and are subject to a late fee (not to exceed 10% of the fine) and are recoverable by the Association in the same manner as an assessment under Article 4 of the Master Declaration.

**(b) Continuing Violations.** After the Board assesses a fine against an Owner, the Board may, without further warning, assess an additional fine against the Owner each time the Owner (1) commits a violation of the same rule or provision within one year after the day on which the board assesses a fine for a violation of the same rule or provision; or (2) allows a violation to continue for 10 days or longer after the day on which the board assesses the fine.

**(e) Revocation of Rental Privilege.** In addition to assessing fines, the Board may revoke nightly rental privileges for any Owner deemed a serial offender of the Nightly Rental Rules. An Owner is a serial offender if (1) the aggregate fines assessed against the Owner for violating the Nightly Rental Rules during any 12-month period exceeds \$10,000, whether paid or unpaid; (2) the same violation occurs at the Owner's Unit more than three times in a 12-month period; or (3) other circumstances in which the nightly rental activities at the Owner's Unit create a nuisance

to the community. The notice and procedures for assessing fines shall be followed for revoking nightly rental privileges. Once nightly rental privileges are revoked, the Board may put the public on notice of the revocation, including recording a "Notice of Revocation of Nightly Rental Privileges" against the Lot. The Board may also initiate litigation in the name of the Association to enforce the revocation.

**(d) Hearing Request.** If assessed a fine, an Owner may request an informal hearing before the Board of Directors to dispute the fine. Any request for hearing must be made within 30 days after the day on which the Owner received notice that the fine was assessed.

**19(b). EFFECTIVE DATE AND AUTHORITY OF AMENDMENT:**

These amended Nightly Rental Rules and Policies are adopted by Declarant, pursuant to its rulemaking authority found in Section 2.8 of the First Amended and Restated Master Declaration of Sand Hollow Resort, and are effective as of the date of recording.

Except as amended herein, all other provisions and requirements of the Nightly Rental Rules remain effect.

**DECLARANT:**

Sand Hollow Development Group L.L.C.,  
a Utah limited liability company

By: *Theresa Roche*  
Its: Manager

STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF COOK            )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of August, 2019, by Theresa M. Roche, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the Manager of Sand Hollow Development Group L.L.C., a Utah limited liability company (the "Company") and that the foregoing document was signed by him on behalf of that Company by proper authority and he acknowledged before me that the Company executed the document and the document was the action of the Company for its stated purpose.

*M. McGuire*  
NOTARY PUBLIC



**Exhibit A**

**PARCEL A:** (H-DSHR- (1 TO 268))

All of Lots 1 to 268, THE DUNES AT SAND HOLLOW RESORT, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

**PARCEL B:** (H-VAS-1-1- (Unit#))

Units A1, B1, C1, D1, E2, F2, G2, H2, J3, and K3, Building #1, THE VILLAS AT SAND HOLLOW PHASE 1, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

TOGETHER WITH an Undivided Interest in the Common Areas as set forth in the Covenants, Conditions and Restrictions and on the Official Plat(s) thereof.

**PARCEL C:** (H-VAS-1-2- (Unit#))

Units A1, B1, C1, D1, E2, F2, G2, H2, J3, and K3, Building #2, THE VILLAS AT SAND HOLLOW PHASE 1, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

TOGETHER WITH an Undivided Interest in the Common Areas as set forth in the Covenants, Conditions and Restrictions and on the Official Plat(s) thereof.

**PARCEL D:** (H-VAS-2-3-(UNIT #))

Units 101 to 104, 201 to 204, and 301 to 304, Building #3, THE VILLAS AT SAND HOLLOW PHASE 2, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

TOGETHER WITH an Undivided Interest in the Common Areas as set forth in the Covenants, Conditions and Restrictions and on the Official Plat(s) thereof.

**PARCEL E:** (H-VAS-3-4-(UNIT #))

Units 101 to 106, 201 to 206, and 301 to 306, Building #4, THE VILLAS AT SAND HOLLOW PHASE 3, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

TOGETHER WITH an Undivided Interest in the Common Areas as set forth in the Covenants, Conditions and Restrictions and on the Official Plat(s) thereof.

**PARCEL F:** (H-RASH-1-(LOT #))

Lots 101 to 125, THE RETREAT AT SAND HOLLOW RESORT - PHASE 1, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

**PARCEL G:** (H-RASH-1A-126 & H-RASH-1A-127)

Lots 126 and 127, THE RETREAT AT SAND HOLLOW RESORT - PHASE 1A, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

**PARCEL H:** (H-RASH 2-(LOT #))

LOTS 201 TO 249, THE RETREAT AT SAND HOLLOW RESORT - PHASE 2, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

**PARCEL I:** (H-RASH-3-(LOT#))

LOTS 301 TO 348, THE RETREAT AT SAND HOLLOW RESORT - PHASE 3, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

**PARCEL J:**

A parcel of land located in Sections 21, 22, 23, 26, 27 and 28, Township 42 South, Range 14 West, Salt Lake Base and Meridian, being more particularly described as follows:

BEGINNING at the Northwest Corner of said Section 23, thence North 89°43'49" East, 1,329.13 feet to the Northeast Corner of the Northwest 1/4 of the Northwest 1/4 of said Section 23; Thence South 00°04'32" West, 2,641.78 feet along the 1/16th line to the Southeast Corner of the Southwest 1/4 of the Northwest 1/4 of said Section 23; Thence South 00°04'08" West, 2,640.83 feet along the 1/16th line to the Southeast Corner of the Southwest 1/4 of the Southwest 1/4 of said Section 23; Thence South 00°08'45" East, 1,396.28 feet along the 1/16th line to a point of a 2,050.00 foot radius curve to the left, the radius point of which bears South 13°39'19" West; Thence Westerly, 374.85 feet along the arc of said curve through a central angle of 10°28'36"; Thence North 86°49'17" West, 859.00 feet to the point of a 1,750.00 foot radius curve to the right; Thence Westerly, 553.62 feet along the arc of said curve through a central angle of 18°07'33"; Thence North 68°41'44" West, 1,153.85 feet to the point of a 1,850.00 foot radius curve to the left; Thence Westerly 644.09 feet along the arc of said curve through a central angle of 19°56'53";

Thence North 88°38'37" West, 2,109.01 feet to the point of a 1,750.00 foot radius curve to the right;  
Thence Northwesterly 1,556.75 feet along the arc of said curve through a central angle of 50°58'07";  
Thence North 37°40'30" West, 1,132.36 feet to the point of a 1,700.00 foot radius curve to the left;  
Thence Northwesterly, 440.11 feet along the arc of said curve through a central angle of 14°49'59", to a  
point on the West line of the East 1/2 of the East 1/2 of said Section 21; Thence North 00°05'31" West,  
1,335.58 feet to the Northwest Corner of the Northeast 1/4 of the Southeast 1/4 of said Section 21;  
Thence North 89°41'32" East, 780.03 feet along the 1/16th line; Thence North 33°28'31" East, 973.48 feet  
to the point on the West line of said Section 22; Thence North 00°05'51" West, 1,839.95 feet to the  
Northwest Corner of the Northwest 1/4 of the Northwest 1/4 of said Section 22; Thence South  
89°50'09" East, 2,642.31 feet to the North 1/4 corner of Said Section 22; thence South 89°44'31" East,  
2,645.15 feet to the Point of Beginning.

LESS AND EXCEPTING FROM PARCEL J ANY PORTION LYING WITHIN PARCELS A, B, C, D, E, F,  
G, H, AND I DESCRIBED ABOVE.

Tax Parcels included in Parcel J:

|              |              |
|--------------|--------------|
| H-4205-D-3-A | H-4208       |
| H-4205-D-4   | H-4209       |
| H-4205-D-6   | H-4209-H     |
| H-4205-D-7   | H-4210       |
| H-4205-D-8-A | H-4211       |
| H-4205-D-9   | H-4212       |
| H-4205-H     | H-4213       |
| H-4205-H-5   | H-4-2-22-220 |
| H-4206-H     | H-4-2-23-330 |
| H-4207-H     |              |