

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE COTTAGES AT CANYON HEIGHTS**

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions for The Cottages at Canyon Heights (hereinafter “Second Amendment”) hereby amends that certain Declaration of Covenants, Conditions and Restrictions for The Cottages at Canyon Heights, recorded in the Utah County Recorder’s Office on September 7, 2000, as Entry No. 70634:2000 as amended (“Declaration”), and is hereby adopted by the Board of Directors for The Cottages at Canyon Heights Homeowners Association, Inc. (“Association”), for and on behalf of its members, and made effective as of the date recorded in the Utah Recorder’s Office.

RECITALS:

A. This Second Amendment affects and concerns the real property located in Utah County, Utah, and more particularly described in the attached **Exhibit “A”** (“Property”):

B. On or about January 10, 2000, a Plat Map of The Cottages at Canyon Heights Plat “A” depicting the project was recorded in the Utah County Recorder’s Office as Entry No. 2354:2000.

C. On or about January 10, 2000, a Development Agreement was recorded in the Utah County Recorder’s Office as Entry No. 2362:2000 (hereinafter the “Development Agreement”). As part of that Development Agreement, a Declaration of Covenants, Conditions and Restrictions for Canyon Heights at Cedar Hills Subdivision was recorded as Exhibit L.

D. On or about September 7, 2000, a Declaration of Covenants, Conditions and Restrictions for The Cottages at Canyon Heights was recorded in the Utah County Recorder’s Office as Entry No. 70634:2000.

E. On or about November 12, 2002, a Plat Map of Cottages at Canyon Heights Plat “B” depicting the project was recorded in the Utah County Recorder’s Office as Entry No. 135086:2002.

F. On or about November 12, 2002, a Plat map of Cottages at Canyon Heights Plat “A” Amended depicting the project was recorded in the Utah County Recorder’s Office as Entry No. 135087:2002.

G. On or about May 14, 2003, Supplement No. 1 to the Declaration of Covenants, Conditions and Restrictions for The Cottage at Canyon Heights was recorded in the Utah County Recorder’s Office as Entry No. 72648:2003.

H. On or about April 18, 2018, the First Amendment to the Declaration of Covenants, Conditions and Restrictions for The Cottage at Canyon Heights was recorded in the Utah County Recorder's Office as Entry No. 35819:2018.

I. On or about April 18, 2018, a Notice of Reinvestment Fee Covenant was recorded in the Utah County Recorder's Office as Entry No. 35898:2018.

J. The Declarant Control Period set forth in the Declaration has expired.

CERTIFICATION

By signing below, the Board hereby certifies that the Association, pursuant to the Utah Community Association Act, Utah Code Ann. § 57-8a-101 *et. seq.*, and Article 26 of the Declaration, obtained the written consent of Owners holding at least sixty-seven percent of the total voting interest in the Association, approving and consenting to the recording of this Second Amendment.

NOW, THEREFORE, pursuant to the foregoing, the Board of Directors of the Association hereby makes and executes this Second 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 Second Amendment, the Declaration, and subsequent amendments, remain in full force and effect without modification.

3. Authorization. The individuals signing for the respective entities make the following representations: (i) he/she has read the Second Amendment, (ii) he/she has authority to act for the entity designated below, and (iii) he/she shall execute the Second Amendment acting in said capacity.

4. Conflicts. In the case of any conflict between the provisions of this Second Amendment and the provisions of the Declaration or any prior amendments, the provisions of this Second Amendment shall in all respects govern and control. In the case of any existing provision with the Declaration, or prior amendments that could be interpreted as prohibiting the modifications set forth in this Second Amendment, such provision is hereby modified in order to accomplish the purpose and intent of this Second Amendment.

AMENDMENT

5. Article 7 in the Declaration is hereby deleted in its entirety and replaced with the following:

7. Restrictions and Rules Governing Non-Owner Occupied Units. Notwithstanding anything to the contrary in the Governing Documents, any renting, leasing or 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) No Unit is eligible to be rented until having been owner-occupied by the current owner for at least 12 continuous months.
- (b) 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 or similar international, national or local providers.
- (c) An Owner may not rent less than the entire Unit, unless said apartment is a fully qualified and registered Accessory Dwelling Unit as defined in the ordinances and regulations of the City of Cedar Hills.
- (d) Any lease or agreement for non-owner occupancy must be in writing, must be for an initial term of at least six months. 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.
- (e) A copy of any lease or other agreement for non-owner occupancy shall be delivered to the Association at least ten (10) days prior to occupation of the Unit by the non-owner occupant.
- (f) 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, the Association, following notice to the Owner, shall have the right to initiate an eviction proceeding, or similar such action, with the purpose of removing the offending non-owner occupant. The Association, the Board, and any 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 any 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.
- (g) Violations of the provisions of this Article shall result in the imposition of fines.

Exhibit A
Legal Description

All of Lots 1 through 31, Plat A, The Cottages at Canyon Heights Subdivision, according to the official plat thereof on file and of record in the Utah County Recorder's Office, State of Utah. Tax I.D. Nos: 36:987-0001 through 0031

All of Lots 1 through 11, Plat B, The Cottages at Canyon Heights, according to the official plat thereof on file and of record in the Utah County Recorder's Office, State of Utah.
Tax I.D. Nos: 36:986:0001 through 0011

THE COTTAGES AT CANYON HEIGHTS HOMEOWNERS ASSOCIATION, INC. Board of Directors

STATE OF UTAH)
 : SS
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 20th day of June, 2024, by Susan Edwards, who by me being duly sworn, did say that she is a member of the Board of Directors of The Cottages at Canyon Heights Homeowners Association, Inc.



Notary Public



THE COTTAGES AT CANYON HEIGHTS HOMEOWNERS ASSOCIATION, INC. Board of Directors



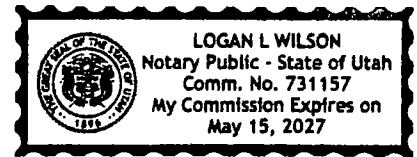
By: Susan Edwards, Director

STATE OF UTAH)
 : SS
COUNTY OF Utah)


The foregoing instrument was acknowledged before me this 21 day of June, 2024, by Glen Baker, who by me being duly sworn, did say that he is a member of the Board of Directors of The Cottages at Canyon Heights Homeowners Association, Inc.



Notary Public



THE COTTAGES AT CANYON HEIGHTS HOMEOWNERS ASSOCIATION, INC. Board of Directors



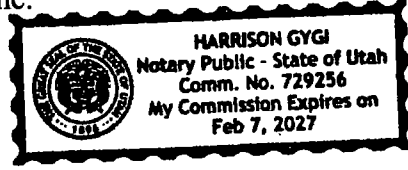
By: Glen Baker, Director

STATE OF UTAH)
 : SS
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 21st day of June, 2024, by Ron Saffell, who by me being duly sworn, did say that he is a member of the Board of Directors of The Cottages at Canyon Heights Homeowners Association, Inc.



Notary Public



THE COTTAGES AT CANYON HEIGHTS HOMEOWNERS ASSOCIATION, INC. Board of Directors



By: Ron Saffell, Director