

**FOURTH AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM  
FOR  
THE PRESERVE AT WATER'S EDGE CONDOMINIUMS**

This Fourth Amendment to the Declaration of Condominium for The Preserve at Water's Edge Condominiums (the "Fourth Amendment") is executed and adopted by Edge Preserve, LLC (the "Declarant").

**RECITALS**

A. The Declaration of Condominium for The Preserve at Water's Edge Condominiums, was recorded with the Utah County Recorder on June 7, 2016 as Entry Number 51220:2016 ("Declaration").

B. The First Amendment to the Declaration of Condominium for The Preserve at Water's Edge Condominiums, was recorded with the Utah County Recorder on December 12, 2016 as Entry Number 124847:2016.

C. The Second Amendment to the Declaration of Condominium for The Preserve at Water's Edge Condominiums, was recorded with the Utah County Recorder on January 30, 2017 as Entry Number 9522:2017.

D. The Third Amendment to the Declaration of Condominium for The Preserve at Water's Edge Condominiums, was recorded with the Utah County Recorder on April 3, 2017 as Entry Number 31585:2017.

E. This Fourth Amendment affects the real property located in Utah County, State of Utah, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated herein by reference.

F. The Declarant desires to amend the Declaration as set forth in this Fourth Amendment to impose a cap on the number of allowable leased Units within the project.

G. Unless otherwise set forth herein, the capitalized terms shall have their same meanings and definitions as stated in the Declaration.

H. Pursuant to Article 15, Section 15.1(a) of the Declaration, the Declarant has the sole authority to amend the Declaration during the Period of Declarant Control.

I. As of the date of the recording of this Fourth Amendment, the Period of Declarant Control remains in effect.

**AMENDMENT**

NOW, THEREFORE, in consideration of the foregoing Recitals, the Declarant hereby executes this Fourth Amendment, which shall be effective as of its recording date with the Utah County Recorder's office.

**(1) Amendment No. 1.** Article 9, Section 9.12 of the Declaration shall be deleted in its entirety and shall be replaced by the following:

**9.12 Leasing and Non-Owner Occupancy.** Notwithstanding anything to the contrary in the Declaration or Bylaws, any leasing and Non-Owner Occupancy of a Unit shall be governed by this Section and any rules and procedures adopted as allowed in this Section.

(a) Definitions. For the purpose of this Section:

(i) "Non-Owner Occupied Unit" means:

- (1) For a Unit owned in whole or in part by a natural individual or individuals, the Unit is occupied by someone, but no individual Owner occupies the Unit as the individual Owner's primary residence; or
- (2) For a Unit owned entirely by one or more entities or trusts, the Unit is occupied by anyone.

(ii) "Family Member" means:

- (1) The spouse, parent, sibling, or child of an Owner; or
- (2) In the case of a Unit owned by a trust or other entity created for estate planning purposes, a Person occupying the Unit if the trust or other estate planning entity that owns the Unit was created for the estate of (i) the current Occupant of the Unit, or (ii) the spouse, parent, child, or sibling of the current Occupant of the Unit.

(b) Maximum Number of Non-Owner Occupied Units. The number of Units permitted to be Non-Owner Occupied shall not exceed fifty percent (50%) of the total Units within the Association. The fifty percent (50%) Unit maximum shall be calculated by including any grandfathered Units and those exempted Units under subsection (d) below. The Board may adopt reasonable rules and reporting procedures to track the number of Non-Owner Occupied Units to ensure consistent administration and enforcement of the leasing restrictions.

(c) Requirements for Leasing and Non-Owner Occupancy. The Owners of all Leased or Non-Owner Occupied Units must comply with the following provisions:

- (i) Any lease or agreement for otherwise allowable Non-Owner Occupancy must be in writing, must be for an initial term of at least six (6) months, and shall provide as a term of the agreement that the Occupant shall comply with the Governing Documents, and that any failure to comply shall be a default under the lease agreement. If a lease agreement for Non-Owner Occupancy (whether in writing or not) does not include these provisions, they shall nonetheless be deemed to be part of the lease agreement and binding on the Owner and the Occupant.
- (ii) A Non-Owner Occupant may not occupy any Unit for transient, short-term (less than six months), hotel, resort, vacation, Airbnb, or seasonal use (whether for

- pay or not). Except as a guest of an Owner, daily and weekly occupancy by Non-Owner Occupants is prohibited (whether for pay or not).
- (iii) No Owner may lease less than the entire Unit unless the Owner resides in the Unit.
  - (iv) The Board is authorized to adopt further rules related to Non-Owner Occupied Units and the Occupants of those Units. Such rules may include, but are not limited to: requiring copies of lease or other agreements for Non-Owner Occupancy to be delivered to the Association, requiring informational forms to be filled out by Owners and/or Occupants' identifying Non-Owner Occupants, vehicles, phone numbers, etc., or any other reasonable administrative provisions it deems appropriate to enforce the requirements of this Section and the Governing Documents.
- (d) Exemptions. The following Units may be Non-Owner Occupied and are not subject to the cap on Non-Owner Occupied Units set forth in subsection (b) above:
- (i) A Unit being rented at the time this Fourth Amendment is recorded in the Utah County Recorder's office shall be grandfathered and permitted to lease or allow a Non-Owner Occupant to reside in the Unit until: (i) the Unit Owner occupies the Unit, or (ii) the ownership of the Unit, as evidenced by the records at the County recorder, changes in any way. Upon a change of ownership or occupation by an Owner, the Unit's qualification for this exception irrevocably terminates.
  - (ii) A Unit owned by a Person in the military for the period of the Owner's deployment.
  - (iii) A Unit occupied by a Unit Owner's spouse, parent, child, or sibling.
  - (iv) A Unit whose Owner is relocated by the Owner's employer for a period of no less than two (2) years in accordance with Utah Code § 57-8-10.1(2)(a)(III) as amended.
  - (v) A Unit owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for: (1) the estate of a current Occupant of the Unit; or (2) the parent, child, or sibling of the current Occupant of the Unit.
- (e) Joint and Several Liability of Owner and Non-Owner Occupants. The Owner of a Unit shall be responsible for the Non-Owner Occupant's or any guest's compliance with the Governing Documents and shall be jointly and severally liable for any violations thereof.
- (f) Violations.
- (i) If a Unit is leased in violation of this Section, the Board may assess fines against the Owner pursuant to a schedule of fines adopted by the Board.
  - (ii) If a Unit is leased in violation of any provision of this Section, (regardless of whether any fines have been imposed) the Board may proceed with any available legal remedies, including, without limitation, an action to require the Owner to terminate the lease agreement and remove the tenant.
  - (iii) If the Board determines that a Non-Owner Occupant has violated a provision of

the Governing Documents, the Board may require an Owner to terminate a lease agreement with such Occupant.

- (iv) In addition to any other remedy for non-compliance, after reasonable notice, the Association shall have the right to initiate an action and obtain a forcible entry and unlawful detainer order from the court, or similar action, with the purpose of removing the offending Non-Owner Occupant. The Association, the Board, and the Manager shall not have any liability for any action taken pursuant to this subsection 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 subsection.
- (v) Fines, charges, and expenses incurred in enforcing the Association’s Governing Documents with respect to a Non-Owner Occupant, and for any costs incurred by the Association in connection with any action under this Section, including reasonable attorney fees (regardless of whether any lawsuit or other action is commenced), shall be an individual assessment against the Owner and Unit which may be collected and foreclosed on by the Association.

(2) **Conflicts.** All remaining provisions of the Declaration and any prior amendments not specifically amended in this Fourth Amendment shall remain in full force and effect. In the case of any conflict between the provisions of this document and the provisions of the Declaration or any prior amendments, the provisions of this document shall in all respects govern and control.

(3) **Incorporation and Supplementation of Declaration.** This document is supplemental to the Declaration, which by reference is made a part hereof, and all the terms, definitions, covenants, conditions, restrictions, and provisions thereof, unless specifically modified herein, are to apply to this document and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

IN WITNESS WHEREOF, Declarant has executed this Fourth Amendment this 28 day of June, 2018.

Edge Preserve, LLC  
A Utah limited liability company

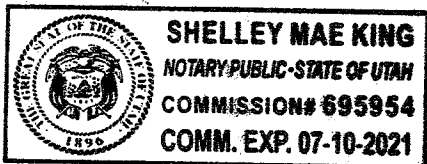
By: Steve Maddox

Its: Manager

State of Utah )  
 ) ss.  
County of Utah )

On the 28 day of June, 2018, personally appeared before me Steve Maddox who by me being duly sworn, did say that she/he is an authorized representative of Edge Preserve, LLC, and that the foregoing instrument is signed on behalf of said corporation and executed with all necessary authority.

Notary Public Shelley King



**EXHIBIT A**  
Legal Description

All of **The Preserve at Waters Edge Condominiums, Plat A**, according to the official plat on file in the office of the Utah County Recorder as Entry No. 51217:2016.

Parcel Numbers:	49:809:0100 through 49:809:0110	Lots 101 to 110
	49:809:0201 through 49:809:0210	Lots 201 to 210
	49:809:1901 through 49:809:1910	Lots 1901 to 1910
	49:809:2001 through 49:809:2010	Lots 2001 to 2010

All of **The Preserve at Waters Edge Condominiums, Plat B-1**, according to the official plat on file in the office of the Utah County Recorder as Entry No. 83884:2016.

Parcel Numbers:	49:816:1101 through 49:816:1111	Lots 1101 to 1110
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All of **The Preserve at Waters Edge Condominiums, Plat B-2**, according to the official plat on file in the office of the Utah County Recorder as Entry No. 83886:2016.

Parcel Numbers:	49:817:1201 through 49:817:1211	Lots 1201 to 1210
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All of **The Preserve at Waters Edge Condominiums, Plat B-3**, according to the official plat on file in the office of the Utah County Recorder as Entry No. 83888:2016.

Parcel Numbers:	49:818:1001 through 49:818:1011	Lots 1001 to 1010
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All of **The Preserve at Waters Edge Condominiums, Plat B-4**, according to the official plat on file in the office of the Utah County Recorder as Entry No. 83890:2016.

Parcel Numbers:	49:819:1301 through 49:819:1311	Lots 1301 to 1310
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All of **The Preserve at Waters Edge Condominiums, Plat B-5**, according to the official plat on file in the office of the Utah County Recorder as Entry No. 83892:2016.

Parcel Numbers:	49:820:0901 through 49:820:0911	Lots 901 to 910
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All of **The Preserve at Waters Edge Condominiums, Plat B-6**, according to the official plat on file in the office of the Utah County Recorder as Entry No. 83894:2016.

Parcel Numbers:	49:821:1401 through 49:821:1411	Lots 1401 to 1410
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All of **The Preserve at Waters Edge Condominiums, Plat B-7**, according to the official plat on file in the office of the Utah County Recorder as Entry No. 83896:2016.

Parcel Numbers:	49:822:0801 through 49:822:0811	Lots 801 to 810
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All of **The Preserve at Waters Edge Condominiums, Plat B-8**, according to the official plat on file in the office of the Utah County Recorder as Entry No. 83898:2016.

Parcel Numbers: 49:823:0701 through 49:823:0711 Lots 701 to 710

All of **The Preserve at Waters Edge Condominiums, Plat C-1**, according to the official plat on file in the office of the Utah County Recorder as Entry No. 7835:2017.

Parcel Numbers: 49:838:0301 through 49:838:0311 Lots 301 to 310

All of **The Preserve at Waters Edge Condominiums, Plat C-2**, according to the official plat on file in the office of the Utah County Recorder as Entry No. 7837:2017.

Parcel Numbers: 49:839:0401 through 49:839:0411 Lots 401 to 410

All of **The Preserve at Waters Edge Condominiums, Plat C-3**, according to the official plat on file in the office of the Utah County Recorder as Entry No. 7839:2017.

Parcel Numbers: 49:840:0501 through 49:840:0511 Lots 501 to 510

All of **The Preserve at Waters Edge Condominiums, Plat C-4**, according to the official plat on file in the office of the Utah County Recorder as Entry No. 7841:2017.

Parcel Numbers: 49:841:0601 through 49:841:0611 Lots 601 to 610

All of **The Preserve at Waters Edge Condominiums, Plat C-5**, according to the official plat on file in the office of the Utah County Recorder as Entry No. 7843:2017.

Parcel Numbers: 49:842:1501 through 49:842:1511 Lots 1501 to 1510

All of **The Preserve at Waters Edge Condominiums, Plat C-6**, according to the official plat on file in the office of the Utah County Recorder as Entry No. 7845:2017.

Parcel Numbers: 49:843:1601 through 49:843:1611 Lots 1601 to 1610

All of **The Preserve at Waters Edge Condominiums, Plat C-7 Amended**, according to the official plat on file in the office of the Utah County Recorder as Entry No. 49714:2017.

Parcel Numbers: 49:855:1701 through 49:855:1711 Lots 1701 to 1710

All of **The Preserve at Waters Edge Condominiums, Plat C-8**, according to the official plat on file in the office of the Utah County Recorder as Entry No. 7849:2017.

Parcel Numbers: 49:845:1801 through 49:845:1811 Lots 1801 to 1810