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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
10/20/2016 09:24 AM
FEE \$51.00 Pgs: 12
DEP RTT REC'D FOR WOODS CROSS TOWN
CENTER

After recording mail to:
Woods Cross Town Center
c/o Urban Outsourcing
716 E. 4500 So., Suite N140
Salt Lake City, UT 84107

06-190-0003 - 0022

FIRST AMENDMENT TO
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WOODS CROSS TOWN CENTER

RETURNED
OCT 20 2016

This amendment to the Declaration of Covenants, Conditions and Restrictions, that governs the development known as the Woods Cross Town Center is made on the date evidenced below by the Woods Cross Town Center Homeowners Association, Inc. (hereinafter "Association").

RECITALS

A. Certain real property in Davis County, Utah, known as the Woods Cross Town Center was subjected to certain covenants, conditions, and restrictions pursuant to a Declaration of Covenants, Conditions and Restrictions for Woods Cross Town Center ("Declaration") recorded on August 14, 2000, as Entry Number 1607879 in the Recorder's Office for Davis County, Utah.

B. This amendment shall be binding against the property described in the Declaration and any annexation or supplement thereto, as described in **Exhibit A**.

C. So as to achieve a stabilized community of Owner-occupied Units, to avoid artificial inflation of prices caused by higher insurance rates; speculator resale; to ensure compliance with secondary mortgage requirements, and to otherwise avoid communal ills often associated with 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 interests of the owners.

D. This Amendment is intended to restrict the manner and number of rentals in the community and non-owner occupied Units in order to better establish a residential community and help protect livability and property values for all owners.

E. Pursuant to Article XVI, Section 16.5 of the Declaration, the undersigned officer(s) hereby certifies that the voting requirements to amend the Declaration have been satisfied to adopt this Amendment.

NOW THEREFORE, that Article 6.11 is hereby deleted and replaced in its entirety as follows:

6.11 **Lease Restrictions.**

(a) **Rental Cap.** No more than twenty percent (20%), or four (4) of the total Units in the Association may be rented at any given time (the "Rental Cap"), except as provided below:

(1) **Application Required.** Prior to renting any Unit, an Owner shall apply to the Association. The Association shall review the application and make a determination of whether the rental or lease will exceed the Rental Cap and the Association shall deny the application if it determines that the rental of the Unit will exceed the Rental Cap. If an Owner's application is denied, the applicant may be placed on a waiting list according to the date the application was received so that the Owner whose application was earliest received will have the first opportunity to rent or lease, subject to subsection (2) below.

(2) **Minimum Requirements.** No Owner shall rent less than the entire Unit (that is no individual rooms may be rented), and no Owner shall rent such Owner's Unit for an initial term of less than twelve (12) months and no more than twenty-four (24) months in duration. At the end of the twenty-four (24) month period, Owner must reapply as a rental. In the event a slot is not open, Owner may be required to return it to owner-occupied or sell. An Owner who owns more than one Unit is not eligible to rent more than one Unit until the pending applications of: (i) All Owners who are not currently renting a Unit have been approved; and (ii) All Owners who are currently renting fewer Units than the applicant have been approved.

(b) **Definition of Rental.** "Rental" or "Rented" means:

(1) a Unit owned by a natural person(s) (not an entity or trust) that is occupied by someone while no Unit Owner occupies the Unit as the Unit Owner's primary residence; and,

(2) a Unit owned by an entity or trust, regardless of who occupies the Unit.

(c) **Exemptions for Existing Rentals, Hardship.** Notwithstanding the Rental Cap and the Required Occupancy Period requirement, the following Unit Owners may rent their Unit:

(1) all Owners of Units which are rented at the time that this Amendment is recorded may continue to rent their Unit until: (a) the Unit is conveyed, sold or transferred by deed to any party or entity; (b) the Owner occupies the Unit; (c) an officer, owner, member, trustee, beneficiary, director, or person holding a similar position of ownership or control of an entity or trust that holds an ownership interest in the Unit occupies the Unit; (d) any signer on a mortgage or trust deed encumbering the Unit occupies the Unit; or, (e) the Unit ceases to be rented for a period of forty-five (45) days or more; or

(2) a Unit Owner who has been granted a hardship exemption by the Management Committee in writing. Upon receipt of an application for hardship exemption, the Management Committee shall grant such an exemption for: (a) a Unit owner in the military for the period of the Owner's deployment (the exemption shall not expire during said period); (b) a Unit occupied by a Unit Owner's parent, child or sibling; (c) a Unit Owner whose employer has relocated the Unit Owner for no less than (2) two years; or, (d) a unit owned by a trust or other entity created for estate planning purposes if the trust or estate planning entity was created for the estate of (i) the current resident of the Unit; or (ii) the parent, child sibling of the current resident of the Unit.

Any other hardship exemption shall only be granted to avoid undue hardships or extreme practical difficulties, such as might occur in certain circumstances of disability, charitable service, or other similar situations, as solely determined by and at the discretion of the Management Committee. A hardship exemption shall expire one (1) year from issuance, at which point the Owner shall cease to rent the Unit unless another hardship exemption has been granted in writing.

(d) The Lease Agreement. Any lease agreement between an Owner and a lessee must be in writing and a copy provided to the Association in order to track the number of permitted rentals. All permitted leases within the Association must contain, at a minimum, the following provisions:

- (1) That the lease is for the entire Unit (no room rentals);
- (2) That the Owner understands and agrees they are transferring to its tenant any right to use Common Area facilities;
- (3) That no assignments or subleases will be permitted;
- (4) That tenant agrees to comply with the Association's governing documents and to be subject to the same disciplinary procedures and fines as Owners;
- (5) That tenant agrees to pay to the Association all future lease payments upon demand by the Association in the event the Owner becomes delinquent in payment of Assessments;
- (6) That Owner agrees to assign rents to the Association in the event that Owner becomes delinquent in payment of Assessments, consistent with Utah law;
- (7) That Owner grants the Association the power to institute an unlawful detainer action on his/her behalf for violation of the terms of the lease agreement;
- (8) That tenant agrees to hold harmless the Association;
- (9) That the prevailing party in an action arising out of the lease agreement shall be entitled to recover attorneys' fees and costs of suit; and,
- (10) That in the event of a conflict, the terms of the lease agreement supersede the terms of any other agreement between Owner and tenant.

(e) Transfer of Common Area Privileges. An Owner renting a Unit automatically relinquishes to their Unit's residents the Owner's rights to use the Common Area facilities.

(f) Transfer of Occupancy. Owners living offsite shall promptly provide the Association with the names of all Unit residents and any change in occupancy.

(g) Repair Damage. Owners shall promptly repair any damage to the Common Areas caused by their tenants or tenants' family, guests, invitees, or pets.

(h) Governing Documents; Unlawful Detainer (Eviction). Owners shall provide their tenants with copies of all Association governing documents, including, but not limited to, the CC&Rs, Bylaws, and rules, as well as any applicable amendments, and must ensure compliance with all provisions of the governing documents. An Owner's failure to take legal action against their tenant who is in violation of the governing documents (including the institution of proceedings in unlawful detainer, i.e. eviction proceedings) within ten (10) days after receipt of written demand to do so from the Management Committee shall entitle the Association to institute unlawful detainer proceedings on behalf of such Owner and against the tenant.

(i) Fines, Sanctions and Attorney Fees. The Management Committee shall have the power to enforce the Association's governing documents, including obtaining injunctive relief from the courts, issuing fines, terminating recreational facility access or any common service paid for as a common expense, and by utilizing any other remedy authorized by law or the governing documents in order to maintain and operate the project and to enforce these rental restrictions. Each violation of any requirement herein is hereby specifically listed as an offense which is subject to a fine in the amount of \$250 or the amount stated in a separate schedule of fines, whichever is less. Any expense the Association incurs, including attorney fees and costs, with or without suit, shall automatically be an Assessment against the Unit.

(j) Lease Payments by Tenant to Association. Notwithstanding any other provision in the Declaration, if an Owner who is renting their Unit fails to pay an assessment for more than sixty (60) days after the assessment is due, the Management Committee may demand that the tenant pay to the Association all future lease payments due to the Owner, beginning with the next monthly other periodic payment, until the amount due to the Association is paid in accordance with the procedures established by law.

(k) Additional Rules. The Association shall create by rule or resolution procedures to: (1) determine and track the number of rentals and Units in the Association subject to the exemptions provided herein; and, (2) ensure consistent administration and enforcement of this Amendment. The Management Committee is further authorized to promulgate additional rules, procedures and requirements regarding rentals and the rental process as it deems necessary from time to time.

(l) Grandfather Provisions. As of the date of recording of this amendment, any Owner that is currently renting or leasing their Unit with the approval of the Association (hereafter "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 or until the current Owner re-occupies that Unit.

In addition and notwithstanding the grandfather provision above, if a Grandfathered Owner fails to re-let their unit within forty-five (45) days of the expiration or termination of a rental or lease agreement by any tenant, then the Grandfathered Owner and unit become subject to the Rental-Lease Limit expressed above and shall apply to the Board for permission to rent or lease the Unit.

IN WITNESS WHEREOF, WOODS CROSS TOWN CENTER HOMEOWNERS ASSOCIATION, INC. has executed this Amendment to the Declaration as of the 15th day of **October, 2016**, in accordance with the provisions of the Declaration.

WOODS CROSS TOWN CENTER HOMEOWNERS ASSOCIATION, INC.:

Janae H. Stone
President – Janae H Stone

Claudia L Lewis
Secretary – Claudia L Lewis

STATE OF UTAH)
)
:ss
COUNTY OF DAVIS)

On the 15th day of **October, 2016**, personally appeared before me

Janae H Stone and **Claudia L Lewis**, who being by me duly sworn did that say that they are the President and Secretary of the Association and that the seal affixed to the foregoing instrument is the seal of said Association and that said instrument was signed in behalf of said Association by authority of its Management Committee; and acknowledged said instrument to be their voluntary act and deed.

Shaye Derryberry
Notary Public

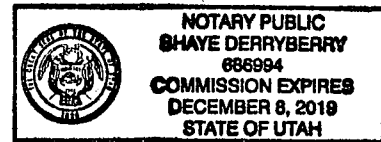


EXHIBIT A

Legal Description

All Units and Common Area WOODS CROSS TOWN CENTER, according to the plat thereof as recorded in the office of the Davis County Recorder.

Address	Tax ID
1611 S 925 W	06-190-0003
1623 S 925 W	06-190-0004
1637 S 925 W	06-190-0005
1649 S 925 W	06-190-0006
887 W 1600 S	06-190-0007
879 W 1600 S	06-190-0008
873 W 1600 S	06-190-0009
867 W 1600 S	06-190-0010
859 W 1600 S	06-190-0011
853 W 1600 S	06-190-0012
849 W 1600 S	06-190-0013
843 W 1600 S	06-190-0014
839 W 1600 S	06-190-0015
837 W 1600 S	06-190-0016
833 W 1600 S	06-190-0017
829 W 1600 S	06-190-0018
827 W 1600 S	06-190-0019
823 W 1600 S	06-190-0020
Common Area 2 – 0.07 Acres	06-190-0021
Common Area 1 – 1.03 Acres	06-190-0022

By signing below you acknowledge you are an owner of record and you approve this First Amendment.

1611 S 925 W Jeffrey Millar

1623 S 925 W Leonard Castleton

1637 S 925 W Alicia Zisumbo

1649 S 925 W Michael Wright

887 W 1600 S Joshua Patel

879 W 1600 S Kaylee Danielle Fauvell

873 W 1600 S Stefon Marquez

867 W 1600 S Herberto Pirela

859 W 1600 S Tyler K West

853 W 1600 S Raymond Wojtasek

849 W 1600 S Amy Smedley

843 W 1600 S Joshua J Miller

839 W 1600 S Claudia Lewis

837 W 1600 S Cameron J Drommond

833 W 1600 S Terah Wood

829 W 1600 S Jaymes M Stone

827 W 1600 S William R Nelson

823 W 1600 S Scott Ichida

Janice Castleton

Amanda Wright

Ruth Patel

Cindy Marquez

Daine May Rowberry

S Janna West

Sherri Wojtasek

Amy E Miller

Annie L Drommond

Janae H Stone

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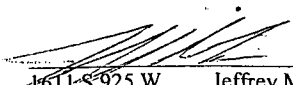
Amy E Miller

Annie L Drummond

Janae H Stone


Susan M Nelson

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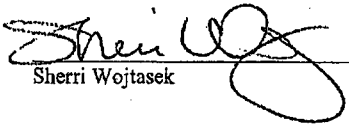
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