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When recorded return to
Country Park Villas
2982 West Abbey Springs Circle
West Jordan, Utah 84084

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Book - 9764 Pg - 2139-2142
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
COUNTRY PARK VILLAS
2982 W ABBEY SPRINGS CIR
W JORDAN UT 84084
BY: LDT, DEPUTY - WI 4 P.

COUNTRY PARK VILLAS HOMEOWNERS ASSOCIATION

AMENDMENT ONE TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS:

DOCUMENT NUMBER 10355626, AT BOOK 9573:

ARTICLE 3, SECTION 3.3.8

OWNER OCCUPANCY REQUIREMENT
AND RENTAL AND LEASE RESTRICTIONS

The following amendment replaces and supersedes the prior language found in Article 3, Section 3.3.8.

Section 3.3.8 Owner Occupancy Requirement and Rental and Lease Restrictions

Section 3.3.8.1 Owner Occupancy Requirement

(a) Owner Occupancy Requirement. Except as provided in Section 3.3.8.2 of this Article, all but three (3) residences shall be occupied by an Owner or the immediate family members of an Owner. As used in this Subsection, "immediate family members" means an Owner's spouse, children, parents, and siblings.

(b) Restrictions on Permitted Rentals and Leases. A Residence permitted to be leased under Sections 2 and 3 of this Section 3.3.8 are subject to the following restrictions:

(i) An Owner may not rent or lease less than the entire Residence and no Owner may rent or lease a Residence for transient or hotel purposes.

(ii) A Residence may not be rented or leased for a period of less than thirty (30) consecutive days.

(iii) A Residence may not be rented or leased without the approval of the Board if required under Section 2(c) below.

Section 3.3.8.2 Owner Occupancy Exceptions.

(a) Grandfather Exception. Section 3.3.8.1(a) above does not apply to an Owner who, as of the date of the recording of this amendment, is renting or leasing a Residence in compliance with Section 3.3.8.1(b) above. The Owner may continue to rent or lease the Residence to the existing tenant or subsequent tenants. The right of an Owner to rent or lease a Residence under this section terminates when the Owner no longer has an interest in the Residence, or when the Owner occupies the Residence. The successor in interest to the Residence has no rights under this section and is subject to the restrictions of Section 3.3.8.1(a) above.

(b) Military Deployment Exception. An Owner of a lot or Residence who is deployed with the military. Military personnel, not deployed, are otherwise subject to the requirements and restrictions of this Article.

(c) Employment Relocation Exception. An Owner of a lot or Residence who is relocated for employment for less no less than two years.

(d) Trust or Entity for Estate Planning Exception. If the trust or estate planning entity was created for (a) the estate of a current resident of the lot; or (b) the parent, child, or sibling of the current resident of the lot, the entity or trust will be allowed to continue renting until an officer, owner, member, trustee, beneficiary, director, or other person holding a similar position of ownership or

control of an entity or trust that holds an ownership interest in the lot, occupies the lot.

(e) Hardship Exception. If an Owner's application to lease his/her Residence is denied by the Board, to avoid undue hardships or practical difficulties such as the Owner's death, job relocation, extended vacation, disability, or difficulty in selling the Residence due to market conditions in the area or other similar circumstances, the Board has discretion to approve a hardship application of an Owner or authorized representative to temporarily rent or lease the Owner's Residence. However, the Board may not approve a hardship application to rent or lease a Residence under this section for a period of more than six months.

Section 3.3.8.3 Rules and Regulations regarding the Application and Approval to Rent or Lease a Residence. The Board shall adopt by resolution rules and regulations that establish the application and approval process, a waiting list, the contents of lease agreements, and any other rules deemed necessary by the Board to implement this Article.

Section 3.3.8.4 Remedies.

(i) If an Owner rents or leases a Residence in violation of this Article, or violates other rules and regulations imposed by the Board, including leasing a Residence after the Board denies such application, the Board may:

(a) Assess fines against the Owner and Owner's Residence in an amount to be determined by the Board pursuant to a schedule of fines adopted by the it in accordance with Utah Code Ann. §57-8a-208.

(b) Regardless of whether any fines have been imposed, proceed with any other available legal remedies, including, without limitation, an action to require the owner to terminate the rental or lease agreement and remove the tenant.

(ii) Pursuant to rules adopted under this Section, if the Board determines that a tenant has violated a provision of the Declaration, Bylaws, any amendments thereto or rules and regulations, after notice and an opportunity for a hearing as provided in Utah Code Ann. §57-8a-208, the Board may require an Owner to terminate a lease or rental agreement.

Section 3.3.8.5 Costs and Attorney Fees.

(i) Fines, charges, and expenses incurred in enforcing the Declaration, the Bylaws and rules and regulations with respect to the tenant, and for any costs incurred by the Association in connection with any action involving this Section 3.3.8, including reasonable attorney fees, are assessments against the Owner and Residence which may be collected and foreclosed by the Association as provided in the Declaration and pursuant to Utah Code Ann. §57-8a-203.

(ii) In addition to Subsection (i) of this section the Association is entitled to recover from an Owner determined in violation of this Article its costs and attorney fees incurred for enforcement of this Article, regardless of whether any lawsuit or other action is commenced. The Association may assess the costs and attorney fees against the Owner and the Residence as an assessment as provided in the Declaration and pursuant to Utah Code Ann. §57-8a-203.

Section 3.3.8.6 Utah Landlord-Tenant Code Not Applicable. Nothing in this article may be construed to impose on the Association the duties, responsibilities, or liabilities of a landlord under Utah Code.

IN WITNESS WHEREOF, Declarant has executed this instrument as of the date set below.

COUNTRY PARK VILLAS HOMEOWNERS' ASSOCIATION,
a Utah corporation

By: Cyril W. Gray

Its: PRESIDENT

STATE OF UTAH)
County of Salt Lake) :ss.

The foregoing instrument was acknowledged before me this 16th day of September, 2009, by Cyril W. Gray, the **HOA President of Country Park Villas Homeowners' Association, Inc.,** a Utah corporation, on behalf of such entity.

Gaylan B Luke
Notary Public

My Commission Expires:
9/29/10

