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12/10/2014 2:06:00 PM \$71.00  
Book - 10280 Pg - 8496-8498  
Gary W. Ott  
Recorder, Salt Lake County, UT  
US TITLE  
BY: eCASH, DEPUTY - EF 3 P.

**CARLISLE PLACE SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**

**FIRST AMENDMENT TO THE  
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS**

THIS FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS (the "First Amendment") for Carlisle Place Subdivision (the "Declaration") is executed on the date set forth below by the Carlisle Place LLC, a Utah Limited Liability Company (the "Declarant").

RECITALS

- A. Real Property in Salt Lake County, Utah known as Carlisle Place Subdivision was subjected to covenants, conditions, and restrictions pursuant to a Declaration recorded January 16, 2014 in the Salt Lake County Recorder's Office as Entry No: 11790534;
- B. This amendment shall be binding against the property described in EXHIBIT A and the Declaration and any annexation or supplement thereto;
- C. This amendment is intended to modify the existing rental restrictions;
- D. All capitalized terms in this amendment shall have the same meaning as given to them in the Declaration;
- E. At the time of this amendment the "Declarant" had more than 67% of the votes required to approved this Amendment in accordance with Declaration Article XI, Section 11.9 (a) and (b);

**NOW, THEREFORE**, the Declarant, hereby amends the Declaration as follows:

**Declaration Article II, Section 2.24 shall be amended in its entirety to read as follows:**

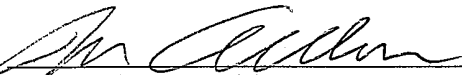
Leasing and Occupancy of Units. All lease agreements with respect to any Unit shall be in writing and submitted to the Board of Trustees of the Association for approval, which shall not be unreasonably withheld. The minimum term for all lease agreements shall be for one (1) year, and shall state that the lease agreement shall be subject to this Declaration. Owners of any Units leased must provide a current address and telephone number(s) to the Association. Further, no more than thirty percent (30%) of any Residential Units that have use and occupancy permits may be leased at any particular time and the Association shall have the responsibility to monitor the thirty percent (30%) limitation and take enforcement actions if necessary to insure compliance, including, without limitation, the enforcement actions described in Section 11.2 of

the Declaration. Each Residential Unit shall be occupied by its Owner unless such Residential Unit is permitted to be leased under the provisions of this paragraph. This paragraph shall be inapplicable to any Unit owned by Declarant.

IN WITNESS WHEREOF, the Declarant, has executed this Amendment to the Declaration as of the 10 day of December, 2014.

**DECLARANT:**

CARLISLE PLACE, LLC a Utah Limited Liability Company

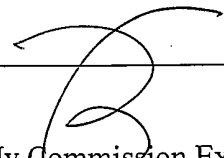
By:   
John Aldous, President  
Hamlet Homes Corporation  
Its Member

State of Utah                    )  
  : §  
County of Salt Lake)

On this 10 day of December, 2014, personally appeared before John Aldous, who, being first duly sworn/affirmed, did say that he is the President of Hamlet Homes Corporation, the Manager of Carlisle Place, LLC, the Declarant named in the foregoing Declaration of Covenants, Conditions and Restrictions, and who being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of the Declarant.

AS WITNESS my hand and seal



  
Notary Public  
My Commission Expires: 5/29/15

**EXHIBIT A**

**Description of the Property**

Commencing At A Monument Located At 3900 South Street And 700 West; Thence Along The Centerline Of Said 700 West Street, North 00°02'50" West, 606.87 Feet; Thence Departing Said Centerline West 33.00 Feet To The Southeast Corner Of Lot 16, Block 4, 10 Acre Plat 'B', Big Field Survey As Defined In That Certain Boundary Line Adjustment Recorded As Entry No. 4532208, Book 5967 At Page 2488, On File At The Salt Lake County, Utah Recorder's Office, And The **Point Of Beginning**:

Thence Along The South Line Of Said Lot 16 Being Coincident With The North Line Of Lot 1, Block 4, 10 Acre Plat 'B', Big Field Survey South 89°57'10" West, 435.60 Feet Parallel With And 21.00 Feet Northerly Measured At Right Angles From The Centerline Of Carlisle Park Lane; Thence Departing The South Line Of Said Lot 16 North 00°02'50" East, 330.00 Feet Parallel With And 33.00 Feet Westerly Measured At Right Angles From The Centerline Of Said 700 West Street To The **Point Of Beginning**.

Together With:

Beginning At The Above Mentioined **Point Of Beginning**; Thence South 00°02'50" East, 1.00 Foot Parallel With And 33.00 Feet Westerly Measured At Right Angles From The Centerline Of Said 700 West Street; Thence South 89°57'10" West, 435.60 Feet Parallel With And 20.00 Feet Northerly Measured At Right Angles From The Centerline Of Carlisle Park Lane; Thence North 00°02'50" West, 1.00 Foot To The South Line Of Said Lot 16; Thence North 89°57'10"-East, 435.60 Feet From The Centerline Of Carlisle Park Lane To The **Point Of Beginning**.

Subject Property Contains 3.31 Acres.