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Gary W. Ott
Recorder, Salt Lake County, UT
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WHEN RECORDED RETURN TO:
Wyngate Commons Homeowners Association
c/o Robert G. Crockett
Fabian VanCott
215 South State Street, Suite 1200
Salt Lake City, UT 84111-2323

**FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS FOR WYNGATE COMMON TOWN HOMES**

**A PLANNED UNIT DEVELOPMENT
DRAPER, SALT LAKE COUNTY, UTAH**

This amendment to Declaration of Easements, Covenants, Conditions and Restrictions for Wyngate Common Town Homes, a Planned Unit Development, is made as of this 22nd day of August, 2016, by the Wyngate Commons Homeowners Association (the "Association").

RECITALS:

A. The Wyngate development is subject to that certain Declaration of Easements, Covenants, Conditions and Restrictions for Wyngate Common Town Homes, a Planned Unit Development dated May 25, 2005, and recorded June 1, 2005 as Entry Number 9391609 in the Official Records of the Salt Lake County Recorder (the "Declaration"). All capitalized terms contained herein without definition shall have the definitions set forth in the Declaration; and

B. The Association desires to amend the Declaration; and
C. By affirmative vote of more than 60% of the total outstanding votes in the Association this Amendment has been approved and shall become effective upon recordation.

AMENDMENT:

1. Section 6.03(a) of the Declaration is hereby deleted in its entirety and replaced with the following:

6.03(a) In consideration of the size of the Units and the fair use of the Common Areas, no Unit or any part thereof shall be occupied by more than six persons. All occupants of a Unit must be members of a single housekeeping unit.

2. Section 6.03(d) of the Declaration is hereby deleted in its entirety and replaced with the following:

6.03(d) No parking of vehicles of any kind on the streets or parking areas within the Development shall be permitted except as set forth in rules and

regulations adopted by the Board pursuant to Section 12.03 of this Declaration. Such rules and regulations shall specifically prohibit the parking of recreational vehicles ("RVs") of any kind within the Development and such prohibition shall not be subject to change with any periodic amendment to such rules and regulations. The owners association shall be responsible to enforce these parking restrictions.

3. Section 6.03(f) of the Declaration is hereby deleted in its entirety and replaced with the following:

6.03(f) No Unit within the Development shall (i) contain any coal or wood-burning fireplace, stove, or other similar device unless such fireplace, stove or other device is fueled by natural gas only; (ii) contain a swamp cooler; or (iii) contain a hot tub.

4. A new section is added to the declaration at Section 6.04 as follows:

6.04 Rental Restriction Policy. Subject to the requirements of Utah Code Ann. § 57-8a-209, as subsequently amended, the lease or rental of Units is limited as follows:

(a) Maximum Percentage of Rentals. The number of units that may be rented or leased out at any given time may not exceed 25% of the total number of units in the Association. For the purposes of the Rental Restriction Policy a "rental" includes housing units or any portion of units that are rented or leased for any period, including single day or short-term rentals.

(b) No lease of any Unit or part thereof shall be for an initial term of less than 1 year.

(c) Subletting, or a tenant subleasing to a subtenant, is specifically prohibited.

(d) Application for Rental Occupancy. Any owner who desires to rent their home shall submit an Application for Rental Occupancy to the Board of Directors, as provided in this Rental Restriction Policy. Approval by the Board is subject to maintaining a 25% Owner Occupancy Ratio. Applications shall apply on a first-come, first-served basis except owners qualifying for the Exemptions or Existing Rentals Grandfathered provisions of the Rental Restriction Policy may be given priority.

The Board will maintain an up-to-date, written record of rental homes to substantiate the Owner Occupant Ratio and also a waiting list of owners interested (in order of application) in renting their property as necessary.

(e) Exemptions. Notwithstanding anything herein, in accordance with Utah Code §57-8a-209 as subsequently amended, owners who qualify for statutory exemption from rental restrictions shall be permitted to rent their units to the extent required by law.

Statutorily exempt owners shall comply with the Association's procedure for application for rental occupancy, but shall not be counted towards the maximum percentage of rentals for the purposes of approval of non-exempt applications for rental occupancy.

The Board shall have discretion to approve additional units to avoid undue hardships or practical difficulties such as: disability which requires inpatient care or prevents the owner from making a mortgage payment for a minimum of 6 months; charitable service, which requires the owner to move for a minimum of 6 months; difficulty in selling a Unit due to market conditions in the area after the Unit has been listed for an extended period of time at a price similar to comparable properties; or other similar circumstances. The Board may not approve an application to lease less than the Owner's entire Unit or to lease the Unit for a period of less than one month nor for a period of more than two (2) years. After two (2) years an Owner who has been granted a hardship rental may request the Board to grant an extension of the hardship rental.

To the extent required by law, prior owners' rights as set forth in the Utah Code and as subsequently amended, are not affected.

(f) Existing Rentals Grandfathered. In accordance with Utah Code §57-8a-209 as subsequently amended, units rented at the time this policy is adopted can continue to be rented to the extent required by law. To the extent allowed by law, to qualify for this grandfather privilege, an owner renting a unit must submit a copy of the rental agreement and tenant application to the Board within 30 days of the date that this policy is adopted. Owners of existing rentals at the time this policy is adopted shall be counted towards the maximum percentage of rentals for the purposes of approval of non-exempt applications for rental occupancy.

5. Section 7.04 of the Declaration is hereby deleted in its entirety and replaced with the following:

7.04 Approval Procedure. Any plans and specifications submitted to the Committee shall be approved or disapproved by it in writing within thirty (30)

days after submission; provided, however, that plans and specifications for any replacement structure to be constructed in substantially the same configuration, location and architectural style and to be of substantially the same size as its predecessor shall be approved or disapproved within ten (10) days after submission. In the event the Committee fails to take any action within such specified periods, it shall be deemed to have approved the material submitted except in those respects that such material is not in conformity with the provisions of this Declaration, as to which respects it shall be deemed disapproved. The Committee or the Board may charge the applicant a plan review fee not to exceed the actual cost of reviewing and approving the unit plans.

6. Section 8.01(c) of the Declaration is hereby deleted in its entirety and replaced with the following:

8.01(c) The Board shall have the authority to select a deductible as market conditions warrant, and to ensure adequate coverage and reasonable rates.

7. Section 11.08 of the Declaration is hereby deleted in its entirety and replaced with the following:

11.08 Notice of Meetings. The Secretary shall provide notice of each annual or special meeting stating the purpose thereof as well as the time and place of the meeting to each Owner of record at least ten (10), but not more than twenty (20), days prior to such meeting by any of the following methods: (1) prepaid U.S. Mail; (2) email; (3) text message; or (4) by posting to the Association's website. The mailing of notice by prepaid U.S. Mail or by delivery in person shall consider notice served.

8. Section 12.03 of the Declaration is hereby deleted in its entirety and replaced with the following:

12.03 Association Rules. The Board from time to time, subject to and not inconsistent with the provisions of the Declaration or the Bylaws, may adopt, amend, repeal and enforce reasonable rules and regulations governing, among other things: (a) the use of the Common Areas; (b) the use of any roads or utility facilities owned by the Association; (c) the collection and disposal of refuse; (d) uses and nuisances pertaining to the Property; and (e) all other matters concerning the use and enjoyment of the Property and the conduct of Owners and their invitees within the Development. Notwithstanding anything herein to the contrary, the Board may adopt, amend, or repeal any reasonable rules and regulations that modify any provision of the Declaration or the Bylaws for the sole purpose of bringing the terms of the Declaration or the Bylaws into compliance with existing laws and/or regulations.

9. Section 13.06 of the Declaration is hereby deleted in its entirety and replaced with the following:

13.06 **Initial Fee.** In addition, each Owner (other than Declarant), shall be required to prepay at the time of purchase of his Unit, whether as a first time or subsequent Owner, a sum of \$300.00 which sum shall be in addition to any proration of assessment which may be due for the month in which such purchase takes place. Such fees shall become part of the Association's general fund.

10. Section 13.13 of the Declaration is hereby deleted in its entirety and replaced with the following:

13.13 **Effect of Nonpayment; Remedies.** Any assessment (whether annual, special or reimbursement assessment) not received within ten (10) days of the due date shall be subject to a late charge equal to 5% thereof, which together with interest and costs of collection shall be, constitute, and remain a continuing lien on the affected Lot. If any assessment is not received within ten (10) days after the date on which it becomes due, the amount thereof shall also bear interest from the due date at the rate of one and one-half percent (1 1/2%) per month; and the Association may bring an action against the Owner who is personally liable therefore or may foreclose its lien against the Lot, or both. Any judgment obtained by the Association in connection with the collection of delinquent assessments and related charges shall include attorney's fees, court costs and other expenses incurred by the Association in enforcing its rights. In addition to all other remedies, the Association, at its sole discretion and without waiving any other remedy, may require a tenant under a lease with an Owner to pay the Association all future lease payments due to the Owner until the Association is paid all amounts owing under an outstanding assessment or any other obligation, including without limitation all interest, late fees, and costs of collection including attorneys fees and costs, more than 60 days past due.

11. Section 14.01 of the Declaration is hereby deleted in its entirety and replaced with the following:

14.01 **Notice.** Any notice required or permitted to be given to any Owner by U.S. mail under the provisions of this Declaration shall be deemed to have been properly furnished if delivered or mailed, postage prepaid, to the person named as the Owner at the latest address for such person, as reflected in the records of the Association at the time of delivery or mailing. Notice by U.S. mail is deemed delivered, provided, and received on the day the notice is personally delivered or on the day when the notice is deposited in the U.S. mail. Any notice required or permitted to be given to any Owner by email or text message under the provisions of this Declaration shall be deemed to have been properly furnished if emailed or sent by text message, respectively, to the person named as the Owner at the latest email address or mobile phone number (or other number capable of receiving text messages), respectively, for such person, as reflected in the records of the Association at the time sending. Notice by email or text message is deemed

delivered and provided on the day the notice is sent. Any notice required or permitted to be given to any Owner by the Association's website under the provisions of this Declaration shall be deemed to have been properly furnished if posted entirely or by hyperlink on the landing or front page of the website. Notice by the Association's website is deemed delivered and provided on the day the notice is posted to the website. Any notice required or permitted to be given to the Association may be given by delivering or mailing the same to the Managing Agent or any officer or Trustee of the Association. Any notice required or permitted to be given to the Architectural Control Committee may be given by delivering or mailing the same to the Managing Agent of the Association or any member of the Architectural Control Committee.

THIS FIRST AMENDMENT TO DECLARATION is executed as of the date first stated above.

WYNGATE COMMONS HOMEOWNERS
ASSOCIATION,
a Utah non-profit corporation

By 
Shon Allen, President

By 
Lynne Williams, Secretary

STATE OF UTAH

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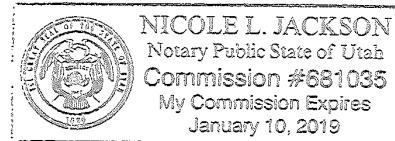
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 12 day of August, 2016, by Shon Allen, as President of **Wyngate Commons Homeowners Association**, a Utah non-profit corporation.

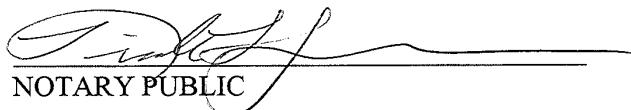


NOTARY PUBLIC

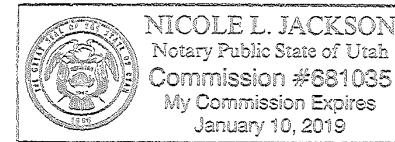
STATE OF UTAH)
: SS.
COUNTY OF SALT LAKE)



The foregoing instrument was acknowledged before me this 22 day of August, 2016, by Lynne Williams, as Secretary of **Wyngate Commons Homeowners Association**, a Utah non-profit corporation.



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Legal Description

Wyngate Commons, Plat "A", located in Draper City, Salt Lake County, Utah

PLAT "A" LESS LOTS 81 & 82

A portion of the SE1/4 of Section 19, and the SW1/4 of Section 20, Township 3 South, Range 1 East, Salt Lake Base & Meridian, Draper, Utah, more particularly described as follows:

Beginning at a point located S0°06'05"W along the Section line 1,010.68 feet and S89°58'51"W 127.65 feet from the East 1/4 Corner of Section 19, T3S, R1E, S.L.B.& M.; thence S0°01'00"E 194.21 feet; thence S89°48'07"E 14.59 feet; thence S1°07'19"W 50.72 feet; thence Northeasterly along the arc of a 183.00 foot radius non-tangent curve (radius bears: S12°39'28"E) 41.36 feet through a central angle of 12°56'57" (chord: N83°49'00"E 41.27 feet); thence S89°42'31"E 198.06 feet; thence along the arc of a 20.00 foot radius curve to the left 33.91 feet through a central angle of 97°08'48" (chord: N41°43'05"E 29.99 feet); thence N6°51'19"W 220.80 feet; thence N89°58'51"E 3.02 feet; thence S6°51'19"E 632.08 feet; thence S89°50'36"W 3.02 feet; thence N6°51'19"W 296.39 feet; thence along the arc of a 20.00 foot radius curve to the left 28.92 feet through a central angle of 82°51'12" (chord: N48°16'55"W 26.47 feet); thence N89°42'31"W 105.66 feet; thence N85°53'45"W 108.73 feet; thence along the arc of a 121.00 foot radius curve to the left 41.97 feet through a central angle of 19°52'17" (chord: S84°10'07"W 41.76 feet); thence Southwesterly along the arc of a 20.00 foot radius non-tangent curve (radius bears: S71°23'02"E) 9.97 feet through a central angle of 28°33'45" (chord: S4°20'05"W 9.87 feet); thence S81°08'52"W 5.05 feet; thence Southeasterly along the arc of a 214.00 foot radius non-tangent curve (radius bears: S81°04'33"W) 6.10 feet through a central angle of 1°38'00" (chord: S8°06'27"E 6.10 feet); thence S86°53'53"W 246.77 feet; thence S3°06'07"E 8.97 feet; thence West 176.50 feet; thence North 160.18 feet to the south line of CAMDEN PARK Subdivision, Phase 2; thence S89°33'55"E along said Subdivision 170.90 feet to the southeast corner of said Phase 2; thence N4°19'32"W along Phase 2 and Phase 3, 191.97 feet; thence N89°58'51"E along the south line of that Real Property described in Deed Book 8631 Page 1896 of the Official Records of Salt Lake County, 387.52 feet to the point of beginning.

Contains: 3.07 acres