

WHEN RECORDED RETURN TO:

Jacob Ballstaedt
273 N. East Capitol Street
Salt Lake City, UT 84103

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5/5/2017 1:42:00 PM \$31.00
Book - 10554 Pg - 8246-8249
Gary W. Ott
Recorder, Salt Lake County, UT
MERIDIAN TITLE
BY: eCASH, DEPUTY - EF 4 P.

**FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS FOR
Montgomery PUD Subdivision (a PUD)**

This First Amendment to Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Montgomery PUD Subdivision (the "First Amendment") is executed by Wasatch Place PUD, Inc., a Utah corporation, of 273 N. East Capitol Street, Salt Lake City, UT 84103 (the "Declarant").

RECITALS:

1. Montgomery PUD Subdivision is a Utah planned unit development located in Midvale City, Salt Lake County, Utah developed by the Declarant ("Montgomery PUD Subdivision").
2. The Declaration of Covenants, Conditions and Restrictions for Montgomery PUD Subdivision was recorded in the office of the County Recorder of Salt Lake County, Utah on July 22, 2015 as Entry No. 12097007 in Book 10345 at Pages 6227-6293 of the official Records (the "Declaration"). A Plat Map for Montgomery PUD Subdivision was recorded prior to the Declaration.
3. This document affects the real property described with particularity on Exhibit "A" attached hereto and incorporated herein by this reference.
4. The Declarant is in control of the Association.
5. The undersigned hereby certifies that all of the requirements to amend the Declaration set forth in the Declaration have been satisfied.

AMENDMENT TO COVENANTS, CONDITIONS, AND RESTRICTIONS

NOW, THEREFORE, for the reasons recited above and subject to the covenants, conditions and restrictions set forth below, Declarant hereby makes the following amendment to the Declaration:

1. Article III, Section 7 of the Montgomery PUD Subdivision Declaration, entitled

"Lease Restrictions and Limitation of Lot Ownership" is hereby deleted in its entirety and the following language is substituted in lieu thereof.

7. Lease Restrictions and Limitation of Lot Ownership. No owner shall be permitted to lease his Dwelling for short term, transient, hotel, vacation, seasonal or corporate purposes, which for purposes of this Section shall be deemed to be any rental with an initial term of less than one (1) month. Daily or weekly rentals, and rentals for less than one (1) month, are prohibited. No Owner may lease individual rooms to separate persons or less than his entire Dwelling, including, by way of illustration but not limitation, to domestic help or a caretaker, without written notice to and the written consent of the Board. The Association or the Board may require that Owners use lease forms approved by the Board (or include specific terms in their leases), and may impose a review or administration fee on the lease or transfer of any Lot or Dwelling. Other than as stated in this Section, there is no restriction on the right of any Owner to lease or otherwise grant occupancy rights to a Dwelling.

2. If any provision of this First Amendment is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. This First Amendment will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions of this First Amendment will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this First Amendment. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there will be added automatically, as a part of this First Amendment, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

3. In the event of any conflict, inconsistency or incongruity between the provisions of this First Amendment and the provisions of the Declaration or Bylaws, the former shall in all respects govern and control.

4. This amendment shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, Declarant has executed this instrument the 1st day of May 2017. ~~April~~

DECLARANT:

WASATCH PLACE PUD, INC
a Utah corporation

By: [Signature]
Bryson Garbett, President

STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

On the 1st day of May ~~April~~, 2017, personally appeared before me Bryson Garbett, who by me being duly sworn, did say that he is the President of WASATCH PLACE PUD, INC., a Utah corporation, and that the within and foregoing instrument was signed in behalf of said Corporation.

[Signature]
NOTARY PUBLIC

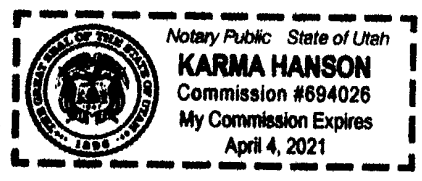


EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

The Land described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

BOUNDARY DESCRIPTION

A portion of Lot 36, and all of Lot 38 located in the NW 1/4 of Section 36, Township 2 South, Range 1 West, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point on the southerly right-of-way line of Wasatch Street (8000 South) and the westerly line of that Real Property described in Deed Book 7376 Page 1296 of the Official Records of Salt Lake County, said point being located West 208.76 feet and S0°48'00"E 24.03 feet from the Northeast Corner of Lot 36, Section 36, T2S, R1W, S.L.B.& M. Said Northeast Corner of Lot 36 is located N89°44'13"W along the monument line 203.93 feet from the westerly most street monument at the intersection of said Wasatch Street and Pioneer Street. Said Northeast Corner of Lot 36 is also located S0°20'13"W along the Section line 1,315.50 feet and S89°44'13"E 2,740.99 feet along the extension of, and along the monument line of said Wasatch Street from the Northwest Corner of Section 36, T2S, R1W, S.L.B.& M.; thence S0°48'00"E along said deed 173.44 feet; thence South along said Deed 71.46 feet to the northerly line of JENKINS Subdivision according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder; thence West along the northerly line of said Subdivision 456.73 feet to the easterly line of WASATCH ACRES Subdivision according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder; thence North along said easterly line of said Subdivision 246.97 feet to the southerly right-of-way line of Wasatch Street (8000 South); thence S89°44'13"E parallel with, and 25' southerly of the monument line of said Street 174.92 feet; thence Southwesterly along the arc of a 15.00 foot radius non-tangent curve (radius bears: S34°12'50"E) 14.60 feet through a central angle of 55°47'11" (chord: S27°53'35"W 14.03 feet); thence South 164.85 feet; thence East 101.38 feet; thence North 176.82 feet to the southerly right-of-way line of Wasatch Street (8000 South); thence S89°44'13"E parallel with, and 25' southerly of the monument line of said Street 184.58 feet to the point of beginning.

Contains: 2.16+/- acres