

WHEN RECORDED RETURN TO:
SEB Legal, LLC
PO Box 71565
Salt Lake City, UT 84171

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Book - 10594 Pg - 2794-2798
ADAM GARDINER
Recorder, Salt Lake County, UT
SEB LEGAL LLC
BY: eCASH, DEPUTY - EF 5 P.

**AMENDMENT TO THE AMENDED DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, AND RESTRICTIONS
OF ALTA VIEW ESTATES HOMEOWNERS ASSOCIATION**

This Amendment to the Amended Declaration of Protective Covenants, Conditions, and Restrictions of Alta View Estates Homeowners Association (“Declaration”) is executed on the date set forth below by Alta View Estates Homeowners Association, Inc. (“Association”).

RECITALS

A. Real property in Salt Lake County, Utah, known as Alta View Estates subdivision was subjected to covenants, conditions, and restrictions pursuant to the Declaration recorded on March 4, 2014, in the Salt Lake County Recorder’s Office as Entry No. 11813098;

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

C. This amendment is intended to place restrictions on the number of Lots that may be leased at a given time;

D. The President and Secretary certify that this Amendment was approved by the affirmative vote of at least 67% of the total votes of the Association as required by Declaration Article XII, Section 5;

NOW, THEREFORE, the Association, by and through its Board, hereby amends the Declaration as follows:

Article 7 of the Declaration is hereby amended to add a Section 11, which shall state the following:

Section 11. Restrictions on Renting and Leasing. The Properties are single-family residences intended and operated for occupancy by persons 55 years of age or older. No person, business entity, or trust can own or lease more than two (2) Lots within the project. The leasing or rental of Lots shall be further restricted by the provisions of this Section. Leasing or renting shall mean the exclusive use and occupancy of a Lot or Living Unit by person(s) other than the Owner. Any Lot owned by a business entity shall be considered leased. No Owner shall lease less than the entire Lot and Living Unit. No short-term, nightly, or vacation-rental-by-owner style leasing shall be allowed.

(a) No Lot may be leased if the lease results in more than seven (7) of the Lots within The Properties being leased (“Lease Limit”). No Lot may be leased if such leasing violates the provisions of Article VII, Section 7 regarding compliance with the Housing for Older Persons Act.

(b) Prior to renting or leasing any Lot, an Owner shall apply to the Board. The Board shall review the application and make a determination of whether the rental or lease will exceed the Lease Limit. The Board shall:

(i) approve the application if it determines that the rental or lease will not exceed the Lease Limit; or

(ii) deny the application if it determines that the rental or lease will exceed the Lease Limit or otherwise violates these rental restrictions.

(b) Grandfather Exemption. Any Owner who owns a Lot in the subdivision prior to this Amendment being recorded with the Salt Lake County Recorder may rent their Lot or Living Unit without being subject to the Lease Limit until such time:

(i) upon the conveyance, sale, or other transfer of the Lot by deed; or

(ii) the granting of a life estate in the Lot, or

(iii) the sale or transfer of more than 75% of the business entity's share, stock, membership interest, or partnership interests in a 12-month period if the Lot is owned by a limited liability company, corporation, partnership, or other business entity.

(c) Hardship Exemption. Owners demonstrating the following situations to the Board shall be exempt from the Lease Limit:

(i) an Owner is in the military for the period of Owner's deployment;

(ii) a Lot is occupied by an Owner's parent, child or sibling;

(iii) an Owner whose employer has relocated the Owner for no less than two (2) years; or

(iv) a Lot is owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of:

(A) a current resident of the Lot; or

(B) the parent, child, or sibling of the current resident of the Lot.

(d) Notwithstanding the exemptions listed above, it is the intent and desire of the Association to consist solely of owner-occupied Lots with a maximum of seven (7) of the Lots being lease or rented. Consequently, all decisions of the Board with respect to the implementation of this Section 11 shall be made, to the extent reasonable, to fulfill this intent and desire.

(e) In the event that a rental is permitted, the Owner of the Lot is responsible for the full cost of any damages to the property maintained by the Association that was caused by the tenant/lessee.

(f) All lease agreements shall be in writing and must subject the tenants to the Association's governing documents. Any failure by the tenant to comply with the terms of such documents shall be considered a material default under the lease.

(h) The Association shall be entitled to recover from the offending Owner its costs and attorney's fees incurred for enforcement of this Section, regardless of whether any lawsuit or other action is commenced. The Association may assess such costs and attorney's fees against the Owner and the Lot as an assessment pursuant to this Declaration. Additionally, the Owner shall be liable for all fines, assessments, or other penalties levied due to violations of their tenant. The Owner shall be personally liable for any violations caused by their tenant. Any assessments, fines or penalties levied under this Paragraph shall be an Additional Assessment and collectable as such.

(i) In the event that a Lot is leased, and the absentee Owner fails to pay their assessments, the Board may demand that the tenant pay his or her rental payment to the Association until such time as the delinquent assessments are cured.

IN WITNESS WHEREOF, the Association has caused this amendment to be executed by its duly authorized officers.

DATED: Aug. 24, 2017

ALTA VIEW ESTATES HOMEOWNERS ASSOCIATION

Sheila Jeffers
By: Sheila Jeffers
Its: President

Donna E. Grappent
By: Donna E. Grappent
Its: Secretary

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

On this 24 day of August, 2017, personally appeared before me Sheila Jeffers and Donna E. Grappent who being by me duly sworn, did say that they are the agents of the Association authorized to execute this Declaration and did certify that more than 67% of the undivided ownership interests in the Common Areas approved this Declaration.

Diane E. Rogers
NOTARY PUBLIC

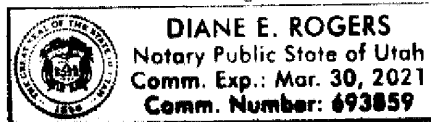


EXHIBIT "A" LEGAL DESCRIPTION

ALL LOTS ALTA VIEW ESTATES HOMEOWNERS ASSOCIATION AS SHOWN ON THE OFFICIAL MAP THEREOF ON RECORD IN THE SALT LAKE COUNTY RECORDERS OFFICE, STATE OF UTAH

	27124280110000	LOT 27	27124270060000	LOT 55	27124290010000
	27124280290000	LOT 28	27124270070000	LOT 56	27124290050000
	27124260080000	LOT 28	27124270070000	LOT 57	27124290060000
LOT 1	27124300030000	LOT 29	27124280220000	LOT 58	27124290070000
LOT 2	27124300020000	LOT 30	27124280230000	LOT 59	27124290110000
LOT 3	27124300010000	LOT 31	27124280240000	LOT 60	27124290100000
LOT 4	27122780140000	LOT 32	27124280290000	LOT 61	27124290090000
LOT 5	27122780130000	LOT 33	27124280210000	LOT 62	27124320010000
LOT 6	27122780120000	LOT 34	27124280200000	LOT 63	27124320020000
LOT 7	27122780110000	LOT 35	27124280190000	LOT 64	27124320030000
LOT 8	27124260010000	LOT 36	27124280180000	LOT 65	27124320040000
LOT 9	27124260080000	LOT 37	27124280170000	LOT 66	27124320050000
LOT 10	27124260050000	LOT 38	27124280160000	LOT 67	27124320060000
LOT 11	27124260040000	LOT 39	27124280150000	LOT 68	27124320070000
LOT 12	27124260030000	LOT 40	27124280140000	LOT 69	27124320080000
LOT 13	27124260020000	LOT 41	27124280130000	LOT 70	27124320090000
LOT 14	27122780100000	LOT 42	27124280120000	LOT 71	27124320100000
LOT 15	27122780100000	LOT 43	27124280030000	LOT 72	27124320110000
LOT 16	27122780090000	LOT 44	27124280040000	LOT 73	27124320180000
LOT 17	27122780080000	LOT 45	27124280050000	LOT 74	27124320170000
LOT 18	27122780070000	LOT 46	27124280060000	LOT 75	27124320160000
LOT 19	27122780060000	LOT 47	27124280070000	LOT 76	27124320150000
LOT 20	27122780050000	LOT 48	27124280080000	LOT 77	27124320140000
LOT 21	27122780040000	LOT 49	27124280090000	LOT 78	27124310050000
LOT 22	27124270010000	LOT 50	27124280100000	LOT 79	27124310040000
LOT 23	27124270020000	LOT 51	27124290080000	LOT 80	27124310030000
LOT 24	27124270030000	LOT 52	27124290040000	LOT 81	27124310020000
LOT 25	27124270040000	LOT 53	27124290030000	LOT 82	27124310010000
LOT 26	27124270050000	LOT 54	27124290020000		

ALL LOTS ALTA VIEW ESTATES HOMEOWNERS ASSOCIATION 2 AS SHOWN ON THE OFFICIAL MAP THEREOF ON RECORD IN THE SALT LAKE COUNTY RECORDERS OFFICE, STATE OF UTAH

LOT 1	27122780030000	LOT 5	27122770200000	LOT 9	27122770160000
LOT 2	27122780020000	LOT 6	27122770210000	LOT 10	27122770150000
LOT 3	27122780010000	LOT 7	27122770180000	LOT 11	27122770140000
LOT 4	27122770190000	LOT 8	27122770170000	LOT 12	27122770130000

LOT 13	27122770120000	LOT 24	27122510090000	LOT 34	27122790070000
LOT 14	27122770110000	LOT 25	27122510070000	LOT 35	27122790080000
LOT 15	27122770100000	LOT 26	27122510100000	LOT 36	27122790090000
LOT 16	27122770090000	LOT 27	27122510110000	LOT 37	27122790100000
LOT 17	27122770080000	LOT 28	27122790010000	LOT 38	27122790110000
LOT 18	27122770070000	LOT 29	27122790180000	LOT 39	27122790120000
LOT 19	27122770060000	LOT 29	27122790200000	LOT 40	27122790130000
LOT 20	27122770050000	LOT 30	27122790200000	LOT 41	27122790140000
LOT 21	27122770040000	LOT 31	27122790040000	LOT 42	27122790150000
LOT 22	27122770030000	LOT 32	27122790050000	LOT 43	27122790160000
LOT 23	27122510080000	LOT 33	27122790060000	LOT 44	27122790170000