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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
CW THE EDITH, LLC
1222 W LEGACY CROSSING BLVD, 6
CENTERVILLE UT 84014
BY: NPP, DEPUTY - WI 3 P.

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE EDITH SUBDIVISION**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE EDITH SUBDIVISION (“**Amendment**”) is executed and adopted by CW The Edith, LLC, a Utah limited liability company (“**Declarant**”).

RECITALS

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for The Edith Subdivision was recorded with the Salt Lake County Recorder’s Office on August 6, 2018 as Entry No. 12824365, in Book 10700, at Pages 4334 - 4387 (“**CC&Rs**”).

WHEREAS, this Amendment affects the real property located in Salt Lake County, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated herein by reference.

WHEREAS, pursuant to Section 15.1 of CC&Rs, the Declarant may unilaterally amend the CC&Rs during the Period of Declarant Control. At the time of the recording of this Amendment, the Period of Declarant Control remains in effect.

WHEREAS, the Declarant deems it be in the best interest of The Edith Subdivision to amend the CC&Rs as follows:

- 1. **Amendment No. 1.** Section 9.13 of the CC&Rs shall be replaced in its entirety as follows (all changes are italicized):

9.13. **Leases.** The leasing, renting, or granting of occupancy (hereinafter in this Section referred to as a “lease”) of a Living Unit is permitted. *In accordance with all valid laws, zoning ordinances and regulations, each Owner by acceptance of a deed or other document of conveyance acknowledges and agrees that the Living Units may be leased on a nightly, weekly, monthly, or other periodic basis, and that vacation and other short term leases are expressly permitted.* All leases shall provide that the tenant is subject to and shall abide by the Governing Documents and the tenant’s failure to do so shall constitute a breach of the lease agreement. Owners whose tenants frequently violate the Governing Documents, as determined by the Board, may have his/her leasing rights revoked for a period of time determined in the sole discretion of the Board, not to exceed six (6) months. Within ten (10) days after delivery of written notice of the creation of a nuisance or violation of the Governing Documents, the Owner shall proceed to either abate

or terminate the nuisance, or cure the default, and notify the Board in writing of his or her intentions. In the event that the Owner or Occupant fails to act accordingly, the Board may initiate eviction Proceedings on behalf of the Owner, and through this Declaration the Owner hereby assigns the Association the authority to do so. Copies of all lease agreements shall be provided to the Board upon request. Owners who lease their Living Unit for a term greater than one (1) month shall, within seven (7) days of tenant occupancy, provide the Board with the names, phone numbers, and email addresses of all adult tenants, as well as the tenants' vehicle description(s) and any additional information requested by the Board.

- 2. **Conflicts.** All provisions of the CC&Rs not specifically amended in this Amendment shall remain in full force and effect. In the case of any conflict between the provisions of this document and the provisions of the CC&Rs or any prior amendments, the provisions of this document shall in all respects govern and control.
- 3. **Incorporation and Supplementation of Declaration.** This document is supplemental to the CC&Rs, which by reference is made a part hereof, and all the terms, definitions, covenants, conditions, restrictions, and provisions thereof, unless specifically modified herein, are to apply to this document and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

IN WITNESS WHEREOF, the Declarant has executed this Amendment on this ____ day of January, 2019.

DECLARANT
CW THE EDITH, LLC,
a Utah limited liability company

By: Darlene Carter
Its: President

State of Utah)
) ss:
County of Davis)

On the 14 day of January, 2019, personally appeared before me Darlene Carter who by me being duly sworn, did say the she/he is an authorized representative of CW The Edith, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Alicia Gentry
(Notary Public)

(Seal)

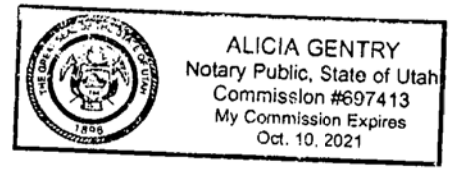


EXHIBIT A
Legal Description

All of **The Edith Subdivision**, according to the official plat on file in the office of the Salt Lake County Recorder as Entry No. 12824364, in Plat Book 2018P, at Page 271.

Parcel Numbers:

15132840030000	15132840090000	15134270100000	15134270160000
15132840040000	15132840100000	15134270110000	15134270170000
15132840050000	15132840110000	15134270120000	15134270180000
15132840060000	15132840120000	15134270130000	15134270190000
15132840070000	15132840130000	15134270140000	15134270200000
15132840080000	15134270090000	15134270150000	