When Recorded Return to: Muirhouse, LLC 308 East 4500 South, Ste. 200 Murray, Utah 84107

Tax Serial Number: 21-08-101-020-000

12939280 2/25/2019 12:34:00 PM \$74.00 Book - 10755 Pg - 2762-2764 RASHELLE HOBBS Recorder, Salt Lake County, UT US TITLE BY: eCASH, DEPUTY - EF 3 P.

## FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MUIRHOUSE HOMEOWNERS ASSOCIATION

This First Amendment (the "Amendment") to the Declaration of Covenants, Conditions and Restrictions for the Muirhouse Homeowners Association (the "Association"), a Utah limited liability company is made as of <u>February 20, 2019</u> and will be effective on and after <u>February 20, 2019</u> (the "Effective Date"), by and among the persons and entities identified as the Homeowners.

NOW THEREFORE, the parties agree to the following changes:

- 1. Pursuant to Article II: Covenants, Conditions and Restrictions for Leasing and Occupancy of Dwellings, Section 2.23 is to be updated to the following:
- 2.23 <u>LEASING AND OCCUPANCY OF DWELLINGS.</u> All lease agreements with respect to any Dwelling shall be in writing and submitted to the Board of Directors of the Association for approval. The minimum term of all lease agreements shall be for one (1) month and shall state that the lease agreement shall be subject to this Declaration. Owners who do not reside on their Lot must provide a current address and telephone number(s) to the Association. Further, no more than forty percent (40%) of any Dwellings Units that have use and occupancy permits may be leased at any particular time and the Association shall have the responsibility to monitor the forty percent (40%) limitation and take enforcement actions if necessary to insure compliance, including, without limitation, the enforcement actions described herein. Each Dwelling shall be occupied by its Owner unless such Dwelling is permitted to be leased under the provisions of this Paragraph. This Paragraph 2.23 shall be inapplicable to any Lot owned by Declarant.

In all other respects, the Declaration remains unchanged.

EXECUTED effective as of the date first above written.

DECL	ARANT:		
Muirh	ouse, LLC		
By:	Hamlet Homes IV Cor	poratio	1
•	Barry Gittleman Presi	dent, Its	Manager
Ву:	Day the	64	<del></del>
STAT	E OF UTAH		)
COUN	ITY OF SALT LAKE	SS.	)
COON	. V.	•	,

On the \_\_\_\_\_day of February 2019, before me, the undersigned Notary Public, personally appeared before me, Barry Gittleman, who by me duly sworn did say for himself, that he the said Barry Gittleman is the

President of Hamlet Homes IV Corporation, a Utah Corporation and said Barry Gittleman signed on behalf of said corporation by authority of a resolution of Its Board of Directors, and the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization.

My commission expires:

Notary Public: Hally A. Shran

Residing at: SARATOGA SPRINGS

Notary Public - State of Utah
HOLLY A. FRANKLIN
Comm. #702938
My Commission Expires
November 6, 2022

HOMEOWNER ACKNOWLEDGEMENT:

Muirhouse Lot 101

By: Harold Call Brown & Penny Dalton Brown

de alle

HOMEOWNER ACKNOWLEDGEMENT:

Muirhouse Lot 102

By: Yellow House Properties, LC ·

Nick Mingo, Its Manager

By:

## "Exhibit A"

All of Lots 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 116, 117, 118, 119, 120,121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 15, 153, Parcels A, B, C, D E, F, G, H and the Private Roads therein, Muirhouse Phase 1, according to the official plat thereof, on file and of record in the Office of the Salt Lake County Recorder.

 $\begin{array}{l} {\rm Tax\ ID\ Nos.\ 21-08-101-040-0000;\ Tax\ ID\ Nos.\ 21-08-101-041-0000;\ Tax\ ID\ Nos.\ 21-08-101-042-0000;\ Tax\ ID\ Nos.\ 21-08-101-043-0000;\ 21-08-101-044-0000;\ 21-08-101-045-0000;\ 21-08-101-046-0000;\ 21-08-101-046-0000;\ 21-08-101-051-0000;\ 21-08-101-052-0000;\ 21-08-101-053-0000;\ 21-08-101-054-0000;\ 21-08-101-069-0000;\ 21-08-101-068-0000;\ 21-08-101-067-0000;\ 21-08-101-066-0000;\ 21-08-101-065-0000;\ 21-08-101-064-0000;\ 21-08-101-063-0000;\ 21-08-101-061-0000;\ 21-08-101-060-0000;\ 21-08-101-059-0000;\ 21-08-101-072-00000;\ 21-08-101-072-0000;\ 21-08-101-072-0000;\ 21-08-101-072-00000;\ 21-08-101-072-0000;\ 21-08-101-072-00000;\ 21-08-101-072-00000;\ 21-08-101-072-0000;\ 21-08-101-072-0000;\ 21-08-101-072-0000$