

8-60

**AMENDMENT NUMBER ONE TO THE  
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
OF WHEADON GLENN SUBDIVISION AND HOMEOWNER'S ASSOCIATION**

Amendment number one (Hereinafter "Amendment No.1") to the Protective Covenants, Conditions and Restrictions of Wheadon Glenn Subdivision and its Homeowner's Association is entered by The Wheadon Glenn Homeowners' Association, Inc., a Utah non-profit corporation.

**RECITALS**

A. The Declaration of Protective Covenants, Conditions and Restrictions of Wheadon Glenn Subdivision lots 1 through 13 was recorded on November 5, 2014 as Entry No. 11940800, Book 10272, Page 7009-7022; and Wheadon Glenn Subdivision Phase 2 lots 201 through 214; including the Bylaws of Wheadon Glenn Homeowners Association, Inc., a Utah Nonprofit Corporation was recorded on February 8, 2016 as Entry No. 12218614, Book 10401, Page 3774-3801; all in the offices of the Salt Lake County Recorder (collectively hereinafter the "Declaration").

B. Amendment No. 1 affects the real property located in Salt Lake County, State of Utah, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated herein by reference.

C. The Wheadon Glenn Homeowners Association (Hereinafter "Association") desires to amend the Declaration as set forth in this Amendment No. 1 to impose restrictions on the leasing of Residential Units (Hereinafter "Units") and to place a cap on the number of allowable leased Units within the project.

D. Unless otherwise set forth herein, the capitalized terms shall have their same meanings and definitions as stated in the Declaration.

E. Pursuant to Article XIII, Amendments of the Bylaws, the undersigned hereby certifies that this Amendment No. 1 was approved by at least sixty-seven percent (67%) of the total voting interest of all Members.

**AMENDMENT**

NOW, THEREFORE, in consideration of the foregoing Recitals, the Association hereby executes this Amendment No. 1, which shall be effective as of its recording date with the Salt Lake County Recorder's office.

**Amendment No. 1.** The Declaration, ARTICLE II, USE RESTRICTIONS AND RULES shall be added to as section 14 as follows:

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08/23/2019 03:37 PM \$100.00  
Book - 10820 Pg - 3687-3694  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
LAURIE JOHNSON  
1398 W WHEADON GLEN COVE  
SOUTH JORDAN UT 84095  
BY: TBP, DEPUTY - WI & P.

**14 Governance of Leasing and Non-Owner Occupancy.** Notwithstanding anything to the contrary in the Declaration or Bylaws, any leasing and Non-Owner Occupancy of a Unit shall be governed by these additional ARTICLE II, USE RESTRICTIONS AND RULES.

**14.1 Definitions.** For the purpose of this use restrictions and rules:

- 1) "Unit" means a residence and lot within the Wheadon Glenn Homeowners Association.
- 2) "Non-Owner Occupied Unit" means:
  - a) For a Unit owned in whole or in part by a natural individual or individuals, the Unit is occupied by someone, but no individual Owner occupies the Unit as the individual Owner's primary residence; or for a Unit owned entirely by estate trust, the Unit is occupied by anyone.
  - b) "Family Member" means: The spouse, parent, child, or grandchild of an Owner.

**14.2 Restriction on Leasing and Non-Owner Occupancy.** Subject to the requirements in Sections 14.3 through 14.5, any Unit may be leased or Non-Owner Occupied.

**14.3 Requirements for Leasing and Non-Owner Occupancy.** The Owners of all Leased or Non-Owner Occupied Units must comply with the following provisions:

1. No Owner may lease/rent and a Non-Owner Resident may not occupy any Unit for short-term occupancy for fewer than 30 consecutive days including but not limited to: hotel, Airbnb, VRBO or other transitory recurrent use (whether for pay or not).
2. In addition to the short-term lease/rent prohibition (14.3.1) any lease or agreement for otherwise allowable Non-Owner Occupancy must be in writing, must be for an initial term of at least twelve (12) months, and shall provide as a term of the agreement that the Resident shall comply with the Declaration, the Bylaws, and the Association Rules and Regulations, and that any failure to comply shall be a default under the lease or agreement. If a lease or agreement for Non-Owner Occupancy (whether in writing or not) does not include these provisions, they shall nonetheless be deemed to be part of the lease or agreement and binding on the Owner and the Resident.
3. No Owner may lease less than the entire Unit unless the Owner resides in the Unit.
4. The Board of Trustees is authorized to adopt further rules, or may grant exceptions upon petition, related to leased or rented Units. Such rules may include, but are not limited to: requiring informational forms to be filled out identifying residents of leased or rented Units, including vehicles, phone numbers, etc.; an administrative fee of \$200 may be assessed each time the Non-Owner Occupancy changes to offset the cost and inconvenience of deleting and reprogramming gate codes, or any other reasonable administrative provisions it deems appropriate to enforce the requirements of this Article.

**14.4 Maximum Number of Non-Owner Occupied Units.** The number of Units permitted to be Non-Owner Occupied shall not exceed fifteen percent (15%) of the total Units within the

Association. The Board of Trustees may adopt reasonable rules and reporting procedures to track the number of Non-Owner Occupied Units to ensure consistent administration and enforcement of the leasing restrictions in this Article.

The following have exemption to lease under this subsection:

- 1) Unit Owner in the military for the period of the lot owner's deployment;
- 2) a Unit occupied by a Unit Owner's family member;
- 3) a Unit Owner whose employer has relocated the Unit Owner for no less than two years;
- 4) a Unit Owner who has relocated for church or humanitarian service for no less than 12 months;
- 5) a Unit owned by an entity that is occupied by an individual who: (A) has voting rights under the entity's organizing documents; and (B) has a 25% or greater share of ownership, control, and right to profits and losses of the entity; or
- 6) A Unit owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for: (A) the estate of a current resident of the Unit; or (B) the spouse, parent, child, or grandchild of the current resident of the Unit.

**14.5 Joint and Several Liability of Owner and Non-Owner Residents.** The Owner of a Unit shall be responsible for the Non-Owner Occupant's or any guest's compliance with the Declaration, Bylaws and Association Rules and Regulations and shall be jointly and severally liable for any violations thereof.

**14.5a Remedies for Violation.** If an Owner fails to comply with this Article or rents or leases a Unit in violation of this Article, the Association may assess fines or proceed with any other available legal remedies.

**14.5b Costs and Attorney Fees.** Fines, charges, and expenses incurred in enforcing the Declaration, the Bylaws, and rules and regulations are assessments against the Owner.

**15 Incorporation and Supplementation of Declaration.** This document is supplemental to the Declaration, 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.

**EXHIBIT A**  
**METES AND BOUNDS LEGAL DESCRIPTION**

**WHEADON GLENN PHASE 1 P.U.D.**

Beginning at a point being North 00°05'05" West 577.03 feet along the section line from the Southeast Corner of Section 10, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running  
thence North 89°32'48" West 106.81 feet;  
thence North 89°50'15" West 478.90 feet;  
thence North 00°03'06" East 80.10 feet;  
thence North 89°56'54" West 21.63 feet;  
thence North 00°03'06" East 116.31 feet to the Southerly Boundary Line of Reunion Village P.U.D.;  
thence North 89°54'51" East 441.15 feet along the Southerly Boundary Line of said Reunion Village P.U.D to the Southeast Corner of Lot 190 of said Reunion Village, said point also being on the Westerly Boundary Line of the South Jordan Canal Property;  
thence South 10°49'08" East 5.68 feet along the Westerly Boundary Line of the said South Jordan Canal Property;  
thence North 89°54'55" East 164.64 feet to the Section Line;  
thence South 00°05'05" East 193.96 feet along the Section Line to the point of beginning.

Contains 117,389 Square Feet or 2.695 Acres

Less and Excepting Canal property being more particularly described as follows:

Beginning at a point being North 00°05'05" West 577.03 feet along the section line and North 89°32'48" West 40.00 feet from the Southeast Corner of Section 10, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running  
thence North 89°32'48" West 66.81 feet;  
thence North 19°14'42" West 142.55 feet;  
thence North 10°49'08" West 59.35 feet;  
thence North 89°54'55" East 67.18 feet;  
thence South 10°49'08" East 41.97 feet;  
thence South 20°39'41" East 141.27 feet;  
thence South 00°05'05" East 20.10 feet to the point of beginning.

Contains 13,620 Square Feet or 0.313 Acres

Net Contains 103,769 Square Feet or 2.382 Acres and 12 Lots

Together with the beneficial rights pursuant to that certain Right of Way and Easement Agreement recorded May 22, 2014 as Entry No. 11853644 in Book 10232 at Page 6398 of the Official Records.

**WHEADON GLENN PHASE 2 P.U.D.**

Beginning at the Southwest Corner of Lot 107 of Wheadon Glenn Phase 1 Subdivision, said point also being North 00°05'05" West 579.24 feet along the section line and West 585.69 feet from the Southeast Corner of Section 10, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running  
thence North 89°50'15" West 380.57 feet to the Northeast Corner of Cornerstone Condominium;  
thence North 89°50'15" West 162.50 feet along the Northerly Boundary Line of said Cornerstone Condominiums to the Southeast Corner of Lot 170 of Reunion Village P.U.D.;  
thence North 00°02'13" East 192.70 feet along the Easterly Boundary Line of said Reunion Village P.U.D.;  
thence North 89°52'52" East 289.15 feet;  
thence North 89°50'58" East 232.35 feet to the Westerly Boundary Line of Lot 106 of Wheadon Glenn Phase 1 Subdivision;  
thence South 00°03'06" West 115.33 feet along the Westerly Boundary Line of said Wheadon Glenn Phase 1 Subdivision;  
thence South 89°56'54" East 21.62 feet along the Westerly Boundary Line of said Wheadon Glenn Phase 1 Subdivision;  
thence South 00°03'06" West 80.10 feet along the Westerly Boundary Line of said Wheadon Glenn Phase 1 Subdivision to the point of beginning.

Contains 102,901 Square Feet or 2.362 Acres and 14 lots

Together with the beneficial rights pursuant to that certain Right of Way and Easement Agreement recorded May 22, 2014 as Entry No. 11853644 in book 10232 at Page 6398 of the Official Records.

Also, together with a Right of Way and Easement for Wheadon Glenn Cove (Private Street) over, across and through WHEADON GLENN PHASE 1 P.U.D.

**SIGNATURE PAGE FOLLOWS**

In witness whereof, the Association has executed this AMENDMENT No. 1 to the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR WHEADON GLENN SUBDIVISION AND HOMEOWNERS ASSOCIATION as of the day and year written below.

DATED as of the 14 day of AUGUST, 2019.

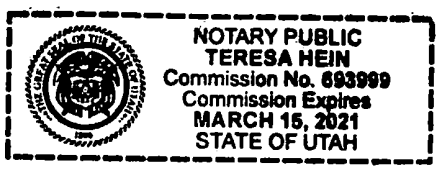
THE WHEADON GLENN HOMEOWNERS ASSOCIATION, a Utah nonprofit corporation

By: [Signature]  
Name: LARRY D BORNETT  
Its: PRESIDENT

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

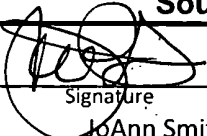


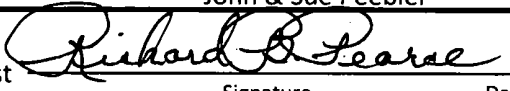

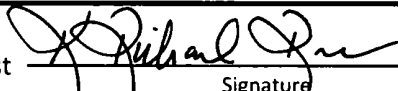
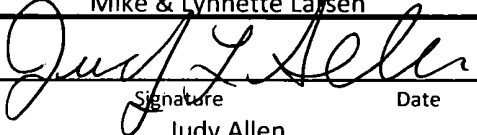
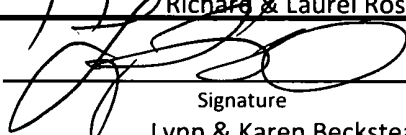
On the 14<sup>th</sup> day of Aug, 2019, personally appeared before me Teresa Hein, who by me being duly sworn, did say that he/she is a duly elected Officer of the Wheadon Glenn Homeowners Association, a Utah nonprofit corporation, who upon oath did swear that he/she is authorized to sign the foregoing document, and acknowledged to me that he/she signed the same of his/her own free act and deed.

[Signature]  
Notary Public



Our Signatures, herein, affirm our approval of the proposed Amendment Number One to the Protective Covenants, Conditions and Restrictions of Wheadon Glenn Subdivision and Home Owner's Association

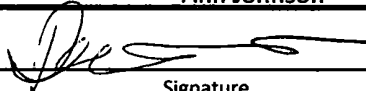
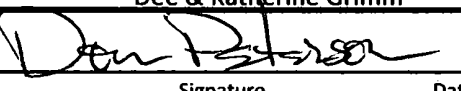
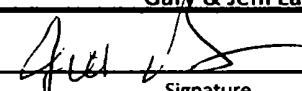
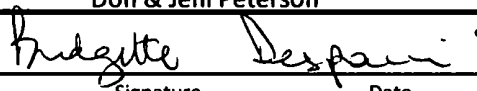
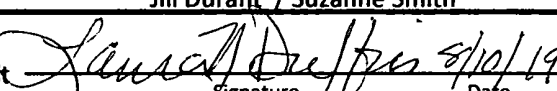
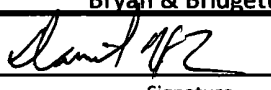
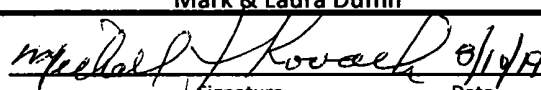


**Wheadon Glenn Cove**

South Side		North Side	
 Signature JoAnn Smith	0.11.19 Date 1463 West	1464 West	 Signature John & Sue Peebler
 Signature Nancy Ann Fink	8/12/19 Date 1453 West	1452 West	 Signature Dick & Joan Pearce
 Signature Mike & Lynnette Larsen	Aug 10, 19 Date 1437 West	1442 West	 Signature Richard & Laurel Ross
 Signature Judy Allen	Date 1427 West	1432 West	 Signature Lynn & Karen Beckstead
Signature Eric & Kathy Ericksen	Date 1417 West	1422 West	Signature Blair & Carole Johns
Signature Mike & Karen Helton	Date 1405 West	1408 West	Signature Jayne Haun
Signature Jean Ashby	Date 1393 West	1398 West	Signature Dean & Laurie Johnson
Signature Ann Johnson	Date 1381 West	1386 West	Signature Dee & Judy Hicken
Signature Dee & Katherine Grimm	Date 1369 West	1376 West	Signature Gary & Jeni Laforett
Signature Don & Jeni Peterson	Date 1357 West	1364 West	Signature Jill Durant / Suzanne Smith
Signature Bryan & Bridgette Despain	Date 1347 West	1354 West	Signature Mark & Laura Duffin
Signature Danny & Michelle Lunt	Date 1335 West	1342 West	Signature Mike & Susan Kovach
Signature Larry & Carla Burnett	Date 1323 West	1328 West	Signature Earl & Annette Jolley

Our Signatures, herein, affirm our approval of the proposed Amendment Number One to the Protective Covenants, Conditions and Restrictions of Wheadon Glenn Subdivision and Home Owner's Association

Wheadon Glenn Cove			
South Side		North Side	
Signature _____ Date _____ 1463 West	Signature _____ Date _____ 1464 West	Signature _____ Date _____ 1453 West	Signature _____ Date _____ 1452 West
JoAnn Smith	John & Sue Peebler	Nancy Fink	Dick & Joan Pearce
Signature _____ Date _____ 1437 West	Signature _____ Date _____ 1442 West	Signature _____ Date _____ 1427 West	Signature _____ Date _____ 1432 West
Mike & Lynnette Larsen	Richard & Laurel Ross	Judy Allen	Lynn & Karen Beckstead
Signature _____ Date _____ 1417 West	Signature _____ Date _____ 1422 West	Signature _____ Date _____ 1405 West	Signature _____ Date _____ 1408 West
Mathew Ericksen 8/11/19 Eric & Kathy Ericksen	Blair & Carole Johns 8/17/19	Karen Helton 8/11/19 Mike & Karen Helton	Jayne Haun
Signature _____ Date _____ 1393 West	Signature _____ Date _____ 1398 West	Signature _____ Date _____ 1381 West	Signature _____ Date _____ 1386 West
Jean Ashby 8/11/19	Dean & Laurie Johnson 8/11/19	Ann Johnson	Dee & Judy Hicken 8-11-19
Signature _____ Date _____ 1369 West	Signature _____ Date _____ 1376 West	Signature _____ Date _____ 1357 West	Signature _____ Date _____ 1364 West
Dee & Katherine Grimm	Gary & Jeni Laforett	Don & Jeni Peterson	Jill Durant / Suzanne Smith
Signature _____ Date _____ 1347 West	Signature _____ Date _____ 1354 West	Signature _____ Date _____ 1335 West	Signature _____ Date _____ 1342 West
Bryan & Bridgette Despain	Mark & Laura Duffin	Danny & Michelle Lunt	Mike & Susan Kovach
Signature _____ Date _____ 1323 West	Signature _____ Date _____ 1328 West		
Larry & Carla Burnett	Earl & Annette Jolley		

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Wheadon Glenn Cove	
South Side	North Side
Signature _____ Date _____ 1463 West JoAnn Smith	1464 West _____ Signature _____ Date _____ John & Sue Peebler
Signature _____ Date _____ 1453 West Nancy Fink	1452 West _____ Signature _____ Date _____ Dick & Joan Pearce
Signature _____ Date _____ 1437 West Mike & Lynnette Larsen	1442 West _____ Signature _____ Date _____ Richard & Laurel Ross
Signature _____ Date _____ 1427 West Judy Allen	1432 West _____ Signature _____ Date _____ Lynn & Karen Beckstead
Signature _____ Date _____ 1417 West Eric & Kathy Ericksen	1422 West _____ Signature _____ Date _____ Blair & Carole Johns
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 8-10-19 Signature _____ Date _____ 1369 West Dee & Katherine Grimm	1376 West _____ Signature _____ Date _____ Gary & Jeni Laforett
 8/10/19 Signature _____ Date _____ 1357 West Don & Jeni Peterson	1364 West  8/10/19 Signature _____ Date _____ Jill Durant / Suzanne Smith
 8-10-19 Signature _____ Date _____ 1347 West Bryan & Bridgette Despain	1354 West  8/10/19 Signature _____ Date _____ Mark & Laura Duffin
 8/10/2019 Signature _____ Date _____ 1335 West Danny & Michelle Lunt	1342 West  8/10/19 Signature _____ Date _____ Mike & Susan Kovach
 8-10-16 Signature _____ Date _____ 1323 West Larry & Carla Burnett	1328 West  8/10/19 Signature _____ Date _____ Earl & Annette Jolley