

**SECOND
AMENDMENT TO THE
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

**FOR
CASCADE PARK, P.U.D.
A UTAH PLANNED UNIT DEVELOPMENT**

This AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CASCADE PARK, A UTAH PLANNED UNIT DEVELOPMENT (“Declaration”) has been approved and adopted by Cascade Park Property Homeowner’s Association, a Utah nonprofit corporation (“Association”) and becomes effective when recorded with the Salt Lake County Recorder’s Office.

RECITALS

A. Cascade Park is a planned unit development located in Sandy, Utah, Salt Lake County that was originally made subject to certain covenants, conditions, and restrictions as provided in the “Declaration of Covenants, Conditions and Restrictions” as recorded on January 27, 2000 as Entry Number 7562803 with the Salt Lake County Recorder (“Declaration”).

B. The Declaration was amended by the “First Amendment to Declaration of Covenants, Conditions and Restrictions for Cascade Park, P.U.D.” as recorded on July 22, 2005 as Entry Number 9441181 with the Salt Lake County Recorder.

C. This document affects the real property located in Salt Lake County, Utah described with particularity on Exhibit “A,” attached hereto and incorporated herein by this reference (the “Property”).

D. Cascade Park consists of 51 Lots and certain Common Area and Facilities.

E. The Association and Owners desire to further amend the Declaration as provided below.

F. Article X, Section 3 of the Declaration provides that it may be amended with the affirmative vote of at least 67% the total votes of the Class A membership.

G. At least 67% of the total votes of the Class A membership have approved this amendment to the Declaration, which shall be binding upon the Properties, including all Lots.

H. Unless specifically modified herein, all remaining provisions of the Declaration shall remain in full force and effect.

I. In case of any conflict between the terms of this Amendment and the terms of the Declaration, the provisions of this Amendment shall control.

J. Unless otherwise provided in this Amendment, capitalized terms used herein shall have the same meaning and effect as used in the Declaration.

AMENDMENTS

It is proposed that Article VIII of the Declaration regarding Use Restrictions be amended to include the following sections:

8.15 Housekeeping Unit. No Lot or Residential Unit shall house more than a single housekeeping unit, which is defined as:

- (i) any number of people who are all related by blood, marriage, adoption, or court-sanctioned guardianship together with any incidental domestic or support staff who may or may not reside on the premises;
- (ii) two unrelated adults and any minor children related to them; or
- (iii) two unrelated adults for a two-bedroom home, three unrelated adults for a three-bedroom home, and a maximum of four unrelated adults in a four or more-bedroom home.

8.16 Rental Restriction. No Owner may rent, lease or otherwise permit their Lot to be non-Owner occupied until after the Owner has resided within the Association for a period of two consecutive years (the "Two-Year Residency Rule"). No Owner or non-Owner occupant may rent or lease less than the entirety of the Lot.

8.17 Permitted Rentals. All Owners who satisfy the Two-Year Residency Rule, or who are Owners at the time this Amendment is adopted may rent, lease, or otherwise permit their Lot to be non-Owner occupied ("Lease"), so long as such Lease is accompanied by a written agreement which sets forth the following minimum terms:

- (i) the non-Owner occupant shall be subject in all respects to the provisions of the Governing Documents of Cascade Park;
 - (ii) any failure by a non-Owner occupant to comply with the Governing Documents shall be a default under the Lease agreement;
 - (iii) the non-Owner occupant may not use the dwelling for transients, as a hotel, for seasonal use, for corporate use or other similar purposes;
 - (iv) the minimum initial term of the Lease shall for a minimum term of at least one year;
- and,

EXHIBIT "A"
LEGAL DESCRIPTION

All of Cascade Park P.U.D., according to the plat on file in the office of the Salt Lake County Recorder as Entry Number 7562802:

Parcel No. 28-07-327-030-0000 through 28-07-327-059-0000;

Parcel No. 28-07-328-002-0000 through 28-07-328-021-0000; and,

Parcel No. 28-07-329-001-0000 through 28-07-329-004-0000.