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RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
RICHARDS LAW PC  
BY: eCASH, DEPUTY - EF 5 P.

After recording mail to:

RICHARDS LAW, PC  
4141 S. Highland Drive, Ste. 225  
Salt Lake City, UT 84124

**AMENDMENT TO THE  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS  
FOR VALLEY COVE  
A PLANNED UNIT DEVELOPMENT**

A. Certain real property in Salt Lake County, Utah, known as Valley Cove was subjected to certain covenants, conditions, and restrictions pursuant to a Declaration of Covenants Conditions and Restriction for Valley Cove recorded on December 12, 2002, as Entry Number 8456598, in the Recorder's Office for Salt Lake County, Utah, and this Amendment shall be binding against all of the property described in the Declaration and any amendment, annexation or supplement thereto.

B. This amendment shall be binding against the property described in the Declaration and further described herein as **Exhibit A**.

C. The Valley Cove Homeowners Association, Inc. (the "Association") deems restricting and regulating the manner of renting and the number of rentals within the community necessary and in the best interests of the Owners.

D. This Amendment is intended to restrict the manner and the number of rentals in the community in order to better establish a residential community and help protect livability and the property values for all Owners.

E. Pursuant to Section 27 of the Declaration, the undersigned hereby certifies that the required number of votes has been obtained and have approved this Amendment.

**NOW THEREFORE**, the Association hereby amends Article III, Section 6 of the Declaration to be deleted in its entirety and replaced with the following:

**6. Leases.**

Valley Cove is a private, single-family residence for Owners.

**A. Ownership Requirements to Qualify for Leasing.** Owners must occupy their Lot for at least twelve (12) consecutive months before they shall have the opportunity to rent their Lot. In addition, no single entity (the same individual, investor group, entity, partnership, or corporation) may own more than ten percent (10%) of the total number of Lots within the Association at any given time.

**B. Occupancy Requirement and Rental Restriction – Rental Cap Imposed.**

1. Rental Cap. No more than twenty-five percent (25%) of the Lots may be rented at any given time except as provided herein (the “Rental-Lease Limit”). The term “rent” includes, lease, sublet, or otherwise permitting or allowing others to reside without the Owner in residence concurrently.

As used herein, the term “Lot” shall include any dwelling structure located thereon.

2. Single Family Residences. No Owner shall occupy or use his or her Lot or permit the same for any purpose other than a private single-family residence for the Owner. Occupancy by immediate family members shall be considered occupancy by the Owner with immediate family member meaning an Owner’s spouse, child, parent, grandchild, grandparent and sibling. Rentals beyond twenty-five percent (25%) of the total Lots are not permitted within the Association unless an exemption applies.

**C. Rental Exemptions.**

1. Grandfathered Lots. As of the date of the recording of this Amendment, any Owner currently renting or leasing a Lot (“Grandfathered Owner”) may continue to rent or lease the Lot **until such time as** (1) the Grandfathered Owner transfers title to the Lot, (2) the Grandfathered Owner occupies the Lot, (3) a member of an entity or trust that holds an ownership interest in the Lot occupies the Lot, or (4) the Lot ceases to be rented for a period of sixty (60) days or more from the date the last tenant’s occupancy ended.

2. Exemptions. The following Lot Owners and their respective Lot, upon proof sufficient to the Board, are **exempt** from the rental restrictions outlined herein below unless otherwise stated:

- (a) A Lot Owner in the military for the period of the Lot Owner’s deployment;
- (b) A Lot occupied by a Lot Owner’s parent, child, or sibling;
- (c) A Lot Owner whose employer has relocated the Lot Owner for two (2) years or less;
- (d) A Lot Owned by an entity that is occupied by an individual who:
  - (i) has voting rights under the entity’s organizing documents; and;
  - (ii) has a 25% or greater share of ownership, control, and right to profits and losses of the entity; or

- (e) A Lot 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:
  - (i) A current resident of the Lot; or,
  - (ii) The parent, child, or sibling of the current resident of the Lot.

3. Hardship Exceptions. An Owner may apply to the Board for a hardship exception. The Board, in its sole discretion has the discretion to approve an application to temporarily rent based on the hardship presented, but the Board will not approve the application to rent for a time period of more than two (2) years.

**C. Lease Requirements.**

1. Owners desiring to rent or lease their units shall submit a written application to the Board (and/or its agent). The application must be specific to the proposed tenant and the Owner must certify/state on the application that it has or will conduct both a criminal background check and a credit check before finalizing the lease.

2. Additionally, the Owner shall submit to the Board within ten (10) days of occupancy by the tenants, the names of those occupying the Unit. The Board shall monitor and make a determination of whether the rental or lease will exceed the Rental-Lease Limit.

The Board shall:

- 1. Approve the application if it determines that the rental or lease of the Lot will not exceed the Rental-Lease Limit; or
- 2. Deny the application if it determines that the rental or lease of the Lot will exceed the Rental-Lease Limit.

**D. General Restrictions on Leasing**

1. No Lot may be rented or leased for a period of less than six (6) consecutive months and the Owner may not lease less than the entire Lot. Individual room rentals are not permitted. Permitted rental Lots are designated for single-family occupancy. No dormitory type rentals are permitted. No Lot shall be rented, leased or utilized for transient hotel purposes, commercial, or vacation time-share use.

2. A renter or lessee may not sublet, or allow a third-party, to occupy the Lot.

3. Any lease or rental agreement shall be in writing and shall be subject in all respects to the provisions of the Association's governing documents. A copy of the executed lease or rental agreement must be provided to the Board.

E. **Lease Payments by Tenant to Association.** Pursuant to the requirements of Utah law, if an Owner who is renting his or her Lot fails to pay an assessment for more than sixty (60) days after the assessment is due, the Board may demand that the tenant, and the tenant thereafter shall, pay to the Association all future lease payments due to the Owner, beginning with the next monthly other periodic payment, until the amount due to the Association is paid in accordance with the procedures established by law, and such amounts shall be the personal obligation and debt of the tenant to the Association, jointly and severally with the Owner.

F. **Additional Rules.** The Board is authorized to promulgate additional rules, procedures and requirement regarding rentals and the rental process as it deems necessary from time to time to give effect to, or further clarify, this Amendment.

IN WITNESS WHEREOF, THE VALLEY COVE HOMEOWNERS ASSOCIATION, INC. has executed this Amendment to the Declaration as of the 16 day of Sept, 2019, in accordance with Article 27 of the Declaration.

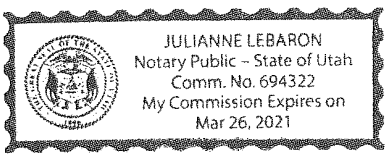
VALLEY COVE HOMEOWNERS ASSOCIATION, INC.

Scott Bellacomo  
President

STATE OF UTAH )  
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COUNTY OF Salt Lake )

On the 16 day of September, 2019, personally appeared before me Shenna Scott-Bellacomo, who being by me duly sworn did that say that they are the President of the Association and that said instrument was signed in behalf of said Association by authority of its Management Committee, and acknowledged said instrument to be their voluntary act and deed.

Julianne LeBaron  
Notary Public



**EXHIBIT A**

Legal Description

All Lots and Common Area (50 total), VALLEY COVE PUD, according to the official plat thereof recorded in the records of the Salt Lake County Recorder.

Parcel Numbers: 21054760400000 through 21064760900000