

After recording mail to:

_____, Secretary
Reunion North Property Owners Association

South Jordan, UT 84095

13280886
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Book - 10949 Pg - 9763-9770
RASHELLE HOBBS
Recorder, Salt Lake County, UT
MORRIS SPERRY
BY: eCASH, DEPUTY - EF 8 P.

**THIRD AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENT
FOR
REUNION NORTH
A Planned Unit Development**

This Amendment is made effective the 8th day of May, 2020 to the original Declaration recorded on July 16, 2002 recorded in Book 8621 beginning with page 0077 in the official records of the office of the County Recorder of Salt Lake County, State of Utah.

RECITALS:

- A. Certain real property in Salt Lake County, State of Utah, known as Reunion North, A Planned Unit Development, was subjected to certain covenants, conditions, and restrictions pursuant to a Declaration recorded on July 16, 2002, as Entry Number 7923578, in the Recorder's Office for Salt Lake County, State of Utah.
- B. This amendment shall be binding against the Property described in the Declaration and any annexation or supplement thereto, as described with particularity on Exhibit A attached hereto and incorporated here by reference
- C. So as to achieve a stabilized community of Owner-occupied units, to avoid artificial inflation of prices caused by speculator resale, to ensure compliance with secondary mortgage requirements, and to otherwise avoid communal ills often associated with high levels of tenancy, Reunion North Property Owners Association (the "Association") deems restricting and regulating the manner of renting and number of rentals within the community necessary and in the best interests of the owners.
- D. Pursuant to Section 4 of Article XV of the Declaration, the undersigned officers hereby certify that the requirements to amend the Declaration have been satisfied to adopt this Amendment.

NOW THEREFORE, the Association hereby amends the Declaration as follows:

1. Section 1 of Article X is amended in its entirety to read as follows:

Section 1. **Single Family Residences, Business or Commercial Activity.** Each Lot shall be used as residence for a single family. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purpose. No outbuildings shall be constructed on any Lot and nothing shall be placed upon or attached to the roof of any Dwelling Unit, without the prior written consent of the Board.

2. Section 11 is added to Article X to read as follows:

Section 11. **Rental Policy.** Except as otherwise provided below, no Owner may cause their Dwelling Unit, or any part thereof, to be rented at any time (“**Rental Prohibition**”).

(a) **Definition of Rental.** As used in this Section 11, “rent,” “rental,” “renting,” or “rented” means:

(i) a Dwelling Unit owned by a natural person(s) (not an entity or trust) that is occupied by someone, but is not occupied by the Dwelling Unit’s Owner, or the Dwelling Unit Owner’s spouse, parent, child, or sibling, as their primary residence; or

(ii) a Dwelling Unit owned by an entity or trust, regardless of who occupies the Dwelling Unit, unless the trust or entity was created for estate planning purposes and was created for: (A) the estate of a current resident of the Dwelling Unit; or (B) the spouse, parent, child, or sibling of the current resident of the Dwelling Unit.

(b) **Minimum Occupancy Period.** Prior to being eligible to Rent a Dwelling Unit, an Owner must occupy the Dwelling Unit as a primary residence for at least 12 consecutive months.

(c) **Exemptions for Existing Rentals: Hardship.** Notwithstanding the Rental Prohibition, the following Dwelling Unit Owners may rent their Dwelling Unit, subject to the provisions of this Section 11.

(i) All Owners of Dwelling Units which are rented at the time that this Amendment is recorded until: the Dwelling Unit is conveyed, sold or transferred by deed; the Owner occupies the Dwelling Unit; an officer, owner, member, trustee, beneficiary, director, or person holding a similar position of ownership or control of an entity or trust that holds an ownership interest in the Dwelling Unit occupies the Dwelling Unit.

(ii) A Dwelling Unit owned by an entity and which Dwelling Unit is occupied by an individual who has voting rights under the entity's organizing documents and has a twenty-five percent (25%) or greater share of ownership, control, and right to profits and losses of the entity.

(iii) A Dwelling Unit Owner who has been granted a hardship exemption by the Board in writing. Upon receipt of an application for hardship exemption, the Board shall grant such an exemption for: a Dwelling Unit Owner in the military for the period of the Dwelling Unit Owner's deployment (the exemption shall not expire during said period); and a Dwelling Unit Owner whose employer has relocated such Dwelling Unit Owner for two years or less. Any other hardship exemption shall only be granted to avoid undue hardships or extreme practical difficulties, such as might occur in certain circumstances of disability, charitable service, or other similar situations, as solely determined by and at the discretion of the Board. A hardship exemption shall expire one year from issuance, at which point the Owner shall cease to rent the Dwelling Unit unless another hardship exemption has been granted in writing.

(d) The Lease Agreement. If an Owner is allowed to rent their Dwelling Unit as provided in this Amendment, any lease agreement between an Owner and a lessee must be in writing and for a minimum lease term of 12 months, but not for a lease term of more than twenty-four (24) months, unless the Board grants the Owner a hardship exemption. In addition, the Owner, tenant, and the Association shall execute a supplemental lease agreement containing, at a minimum, the following terms: (i) the lease is for the entire Dwelling Unit; (ii) Owner understands and agrees he/she is transferring to tenant any right to use Common Area facilities; (iii) no assignments or subleases will be permitted; (iv) tenant agrees to comply with the Association's governing documents and to be subject to the same disciplinary procedures and fines as Owners; (v) tenant agrees to pay to the Association all future lease payments upon demand by the Association in the event the Owner becomes delinquent in payment of Assessments; (vi) Owner agrees to assign rents to the Association; (vii) Owner grants the Association the power to institute an unlawful detainer action on his/her behalf for violation of the terms of the supplemental lease agreement; (viii) tenant agrees to hold harmless the Association; (ix) the prevailing party in an action arising out of the supplemental lease agreement shall be entitled to recover costs, including attorneys' fees; and (x) in the event of a conflict, the terms of the supplemental lease agreement supersede the terms of any other agreement between Owner and tenant.

(e) Transfer of Common Area Privileges. An Owner renting a Dwelling Unit pursuant to this Amendment automatically relinquishes to their Dwelling Unit's residents the Owner's rights to use the Common Area facilities. Notwithstanding the foregoing, the

Owner may use the Common Area for the sole purpose of attending a meeting of the Association or managing the rental of the Dwelling Unit.

(f) Transfer of Occupancy. If an Owner is allowed to rent their Dwelling Unit as provided in this Amendment, Owners living offsite must promptly provide the Association with the names all Dwelling Unit residents and any change in occupancy.

(g) Repair Damage. If an Owner is allowed to rent their Dwelling Unit as provided in this Amendment, Owners shall promptly repair any damage to the Common Areas caused by their tenants or tenants' family, guests, invitees, or pets.

(h) Governing Documents; Unlawful Detainer (Eviction). If an Owner is allowed to rent their Dwelling Unit as provided in this Amendment, the Owner must provide his/her tenant with copies of all Association governing documents, including, but not limited to, the Declaration, Bylaws, and rules, as well as any applicable amendments, and must ensure compliance with all provisions of the governing documents. An Owner's failure to take legal action against his/her tenant who is in violation of the governing documents (including the institution of proceedings in unlawful detainer, i.e. eviction proceedings) within 10 days after receipt of written demand to do so from the Board shall entitle the Association to institute unlawful detainer proceedings on behalf of such Owner and against the tenant.

(i) Fines, Sanctions and Attorney Fees. In order to implement the provisions of this Section 11, notwithstanding any other provision of the Declaration, the Board shall have the power to enforce the Association's governing documents, including by obtaining injunctive relief from the courts, by issuing fines, by terminating recreational facility access or any common service paid for as a common expense, and by utilizing any other remedy authorized by law or the governing documents in order to maintain and operate the project and to enforce these rental restrictions. Each violation of any requirement of this Section 11 is hereby specifically listed as an offense which is subject to a fine in the amount of \$250 or the amount stated in a separate schedule of fines, whichever is less. Any expense the Association incurs, including attorney fees and costs, with or without suit, shall automatically be a Special Assessment against the Lot.

(j) Lease Payments by Tenant to Association. If an Owner who rents his or her Dwelling Unit pursuant to this Amendment fails to pay an assessment for more than 60 days after the assessment is due, the Board may demand that the tenant 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.

(k) Rules to Track Rentals. The Board shall create additional procedures, either in rules or resolutions, to determine and track the number of rentals in the Reunion

North planned unit development and ensure consistent administration and enforcement of this Section 11.

3. Section 2 of Article II is amended to add the following language immediately preceding the text of the Section: "Subject to the provisions of Section 11 of Article X hereof, which provisions shall control,".

IN WITNESS WHEREOF, the undersigned certify that the necessary approval of the Owners was obtained through written consent and Reunion North Property Owners Association has executed this Amendment to the Declaration as of the 8th day of May, 2020, in accordance with the Declaration.

**Reunion North Property Owners Association,
A Utah Nonprofit Corporation**

By Susan H Moore
, President

By Vincent J. Salomonson
, Secretary

State of Utah)
 ss:
County of Salt Lake)

On May 8, 2020, personally appeared before me Susan and Vincent, who being by me duly sworn did say that they are the President and Secretary of the Association and that said instrument was signed by them in behalf of said Association by authority of its Board, and acknowledged said instrument to be their voluntary act and deed.

Nicole McIntosh
NOTARY PUBLIC

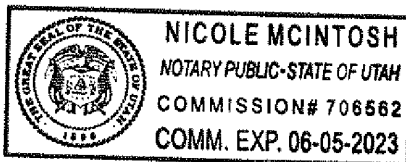
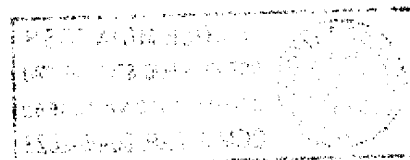


Exhibit A
Legal Description

Reunion Orchard P.U.D.

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE SOUTH JORDAN CANAL, WHICH POINT IS NORTH 00°04'24" WEST 1329.50 FEET ALONG THE SECTION LINE AND WEST 615.53 FEET FROM THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 33°08'24" WEST 346.74 FEET; THENCE SOUTH 89°53'12" WEST 322.678 FEET; THENCE SOUTH 89°59'56" WEST 663.19 FEET; THENCE NORTH 00°06'51" WEST 320.51 FEET; THENCE EAST 6.54 FEET TO A POINT OF CURVATURE, THENCE NORTHEASTERLY ALONG THE ARC OF A 267.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 28°16'27", A DISTANCE OF 131.76 FEET; THENCE NORTH 61°43'33" EAST 197.19 FEET, TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 333.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 23°46'34", A DISTANCE OF 138.19 FEET; THENCE NORTH 89°57'40" EAST 25.33 FEET; THENCE NORTH 00°02'20" WEST 1.01 FEET; THENCE SOUTH 89°51'54" EAST 217.98 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 78.54 FEET; THENCE SOUTH 88°01'19" EAST 60.03 FEET TO A POINT ON THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG SAID CURVE (CENTER BEARS SOUTH 89°51'54" EAST) THROUGH A CENTRAL ANGLE OF 84°44'14", A DISTANCE OF 73.95 FEET, TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 408.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 35°04'54", A DISTANCE OF 249.82 FEET; THENCE SOUTH 49°31'13" EAST, 141.84 FEET, TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 342.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 01°02'27" A DISTANCE OF 6.21 FEET TO THE POINT OF BEGINNING.



Lot Number	Parcel Number		
Common	27-10-476-083-0000	221	27-10-453-057-0000
Common	27-10-401-020-0000	222	27-10-453-056-0000
201	27-10-476-073-0000	223	27-10-453-055-0000
202	27-10-476-074-0000	224	27-10-453-047-0000
203	27-10-476-075-0000	225	27-10-453-048-0000
204	27-10-476-076-0000	226	27-10-453-049-0000
205	27-10-476-094-0000	227	27-10-453-050-0000
206	27-10-476-093-0000	228	27-10-453-051-0000
207	27-10-476-092-0000	229	27-10-453-052-0000
208	27-10-476-091-0000	230	27-10-453-053-0000
209	27-10-476-090-0000	231	27-10-453-054-0000
210	27-10-476-089-0000	232	27-10-476-069-0000
211	27-10-476-088-0000	233	27-10-476-070-0000
212	27-10-476-087-0000	234	27-10-476-071-0000
213	27-10-476-086-0000	235	27-10-476-072-0000
214	27-10-476-085-0000	236	27-10-476-079-0000
215	27-10-476-084-0000	237	27-10-476-080-0000
216	27-10-453-062-0000	238	27-10-476-077-0000
217	27-10-453-061-0000	239	27-10-476-080-0000
218	27-10-453-060-0000	240	27-10-476-081-0000
219	27-10-453-059-0000	241	27-10-476-082-0000
220	27-10-453-058-0000		

Reunion Glen P.U.D.

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE SOUTH JORDAN CANAL, WHICH POINT IS NORTH 00°04'24" WEST 1329.50 FEET ALONG THE SECTION LINE AND WEST 615.53 FEET FROM THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH WESTERLY ALONG THE ARC OF A 342.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 39°26'20" EAST) THROUGH A CENTRAL ANGLE OF 01°02'27", A DISTANCE OF 6.21 FEET; THENCE NORTH 49°31'13" WEST 141.84 FEET TO A POINT OF CURVATURE; THENCE NORTH WESTERLY ALONG THE ARC OF A 408.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 35°04'54", A DISTANCE OF 249.82 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTH WESTERLY ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 84°44'14", A DISTANCE OF 73.95 FEET; THENCE NORTH 88°01'19" WEST 60.03 FEET TO A POINT ON THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTH WESTERLY ALONG SAID CURVE (CENTER BEARS NORTH 89°51'54" WEST)

THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 78.54 FEET; THENCE NORTH 89°51'54" WEST 217.98 FEET; THENCE NORTH 00°02'20" WEST 1065.31 FEET; THENCE SOUTH 89°51'02" EAST 112.28 FEET TO THE CENTERLINE OF THE SOUTH JORDAN CANAL; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID CANAL THE FOLLOWING (5) COURSES: SOUTH 37°57'10" EAST 121.21 FEET; SOUTH 29°55'34" EAST 193.46 FEET, SOUTH 25°30'14" EAST 142.35 FEET SOUTH 32°39'57" EAST 153.45 FEET SOUTH 21°45'41" EAST 187.59 FEET, THENCE SOUTH 00°06'44" WEST 40.97 FEET; THENCE WEST 19.08 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE SOUTH JORDAN CANAL; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING (6) COURSES; SOUTH 21°46'17" EAST 13.51 FEET, 26°16'52" EAST 210.52 FEET, SOUTH 36°43'24" EAST 161.07 FEET, SOUTH 36°43'24" EAST 72.75 FEET, SOUTH 32°16'40" EAST 34.86 FEET AND SOUTH 31°00'29" EAST 80.80 FEET; THENCE WEST 39.479 FEET; THENCE SOUTH 33°08'24" WEST 42.87 FEET TO THE POINT OF BEGINNING.

Contains 10.38 Acres, 43 Lots

Lot Number	Parcel Number		
Common	27-10-426-052-0000	322	27-10-426-038-0000
Common	27-10-426-051-0000	323	27-10-426-039-0000
301	27-10-426-022-0000	324	27-10-426-040-0000
302	27-10-426-021-0000	325	27-10-426-041-0000
303	27-10-426-020-0000	326	27-10-426-042-0000
304	27-10-426-019-0000	327	27-10-426-043-0000
305	27-10-426-018-0000	328	27-10-426-044-0000
306	27-10-426-017-0000	329	27-10-426-045-0000
307	27-10-426-016-0000	330	27-10-426-046-0000
308	27-10-426-015-0000	331	27-10-426-047-0000
309	27-10-426-014-0000	332	27-10-426-048-0000
310	27-10-426-013-0000	333	27-10-426-049-0000
311	27-10-426-012-0000	334	27-10-426-050-0000
312	27-10-426-011-0000	335	27-10-426-024-0000
313	27-10-426-010-0000	336	27-10-426-023-0000
314	27-10-426-009-0000	337	27-10-426-031-0000
315	27-10-426-008-0000	338	27-10-426-030-0000
316	27-10-426-007-0000	339	27-10-426-029-0000
317	27-10-426-033-0000	340	27-10-426-028-0000
318	27-10-426-034-0000	341	27-10-426-027-0000
319	27-10-426-035-0000	342	27-10-426-026-0000
320	27-10-426-036-0000	343	27-10-426-025-0000
321	27-10-426-037-0000		