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Rashelle Hobbs, Recorder, Salt Lake County, Utah
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**AMENDMENT TO THE
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION
AND BYLAWS
OF
ENCHANTED COVE, P.U.D.**

This Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Bylaws of Enchanted Cove P.U.D. (this "Amendment") is made on the date evidenced below by the Enchanted Cove PUD Homeowners Association ("Association").

RECITALS

A. Certain real property in Salt Lake County, Utah, was subjected to certain covenants, conditions and restriction pursuant to an Amended and Restated Declaration of Covenants, Conditions and Restricts of Enchanted Cove, P.U.D. recorded September 12, 2019, as Entry Number 13072596 in the Recorder's Office for Salt Lake County, Utah (the "Declaration").

B. These Amendments shall be binding against the property subjected to the Declaration and any annexation or supplement thereto, and as contained in **Exhibit A** attached hereto;

C. These Amendments is intended to clarify certain use restrictions regarding animals, parking and security within the community, to better align with the actual practices of members, and as deemed in the best interests of the Association;

D. Pursuant to Article XI, Section 11.5, the undersigned certifies that all requirements, including the affirmative vote of at least two-thirds (2/3) of the total votes of the Association, has been satisfied to amend the Declaration and Bylaws.

NOW, THEREFORE, the Association hereby amends **Article III, Section 3.5(a)** of the Declaration by adding a new sub-section to read as follows:

3.5 Powers, Duties and Obligations.

(a)(8) [the power and authority] to install security cameras on Common Areas throughout the community.

NOW, THEREFORE, Article VIII, Section 8.3 of the Declaration is deleted and replaced in its entirety to read as follows:

8.3 Offensive Activities, Prohibited Behavior and Use. No noxious or offensive activity, including commercial business enterprises (that cause excessive traffic within the Association property) shall be carried on, created or maintained in, on or about any Lot or the Common Areas, nor shall anything be done therein which may be or becomes an annoyance, disturbance or nuisance to the other Owners or occupants. Special activities in the Common Areas (other than those conducted exclusively within the confines of a Residential Unit) require the prior written consent of the Board.

It shall be the responsibility of each Owner and resident to prevent the creation or maintenance of a nuisance in, on or about the Property. The term nuisance" includes the following:

1. The development of any unclean, unhealthy, unsightly, or unkempt condition on or in the Property;
2. The storage of any item, property or thing that causes any Lot, Residential Unit, or the Common Areas to appear to be in an unclean or untidy condition or that is noxious to the senses, that emits any foul, unpleasant or noxious odors, or that causes any noise or other condition that disturbs or might disturb the peace, quiet, safety, comfort, or serenity of the other residents of the Property.
3. Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to other residents, their guests or invitees, particularly if the police must be called to restore order. This includes drunken, impaired, or belligerent behavior in any Common Areas. If at the pool, the Board may impose fines or suspend usage rights to the pool, or both, as may be specified in rules and regulations.
4. Maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, conditions or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish the enjoyment of the Property by other Owners, residents, their guest or invitees. And;
5. Too much noise or traffic in, **on or about any Lot**, Resident Unit or Common Areas especially after 10:00 p.m. and before 7:00 a.m.
6. Anything which is injurious to health, indecent, offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property;
7. All forms of smoking or vaping in Common Areas;
8. Littering including but not limited to throwing cigarette butts, discarding or leaving garbage, or any debris in Association common areas and in the pool area;
9. Leaving garbage cans out after pickup. Garbage cans must be removed from the pick-up areas no later than Saturday morning at 10:00 am (or 10:00 am on the day after pick-up if current schedule should change). Owner is responsible for having garbage cans removed

if they will be unable to do so by the designated time. Garbage cans must be stored so that they are not visible from the street. If stored in the side or backyard, they must be screened from view.

No unlawful use shall be made of any part of the Property, and all valid law, zoning ordinances and regulations of all government bodies having jurisdiction thereof shall be observed. The Board may impose fines for any violation of this section pursuant to the rules and regulations or schedule of fines adopted by the Board.

NOW, THEREFORE, Article VIII, Section 8.5 of the Declaration is deleted and replaced in its entirety to read as follows:

8.5 Animals. No animals of any kind may be raised, bred, kept or permitted within any Lot except for two (2) inside dogs, cats, or other household pets provided that they are not kept, bred, or maintained for any commercial purpose. There is no restriction on size, weight, or breed of dogs. The Owner of any dog must keep such dog on a leash when outside of the Lot or keep it confined within the Lot. Livestock birds such as chickens, peacocks, peasanets, etc. are not permitted. Those animals which are permitted shall not cause any noise or disturbance that would be deemed a nuisance to other Owners or residents within the Community. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of the respective Owners thereof. Owners shall be responsible for the removal of waste of their animals. Failure of Owner to immediately remove pet waste on Association maintained lawns or Common Area may result in fines. The Association may, by rule, further restrict or regulate the keeping of pets. An Owner may be required to remove a pet that is in violation of the Governing Documents.

NOW, THEREFORE, Article VIII, Section 8.11 of the Declaration is deleted and replaced in its entirety to read as follows:

8.11 Garages. Each Lot shall have, at a minimum, one (1) two-car garage. Any garage constructed on a Lot is intended for the parking of motor vehicles. Residents must have at least one car parked in the garage and may use the rest of the garage for storage. However, at no time is the garage permitted to be used as an alternate living space for entertaining, reception, or other use inconsistent with vehicle parking and basic storage of personal property not currently in use by the Owner. In addition to the foregoing, garages may not be utilized for activities that may be dangerous, hazardous, or present significant risk of harm to persons or property, including, but not limited to operation of fire pits, use of grills or barbecues, storage of hazardous chemicals, etc. Garages may be used at Association's bi-annual garage sale and on very limited bases for one time entertaining (only as permitted by the Board with a written request). The Association may impose fines for violation of this section, as may be specified in the rules and regulations or schedule of fines adopted by the Board.

NOW, THEREFORE, Article 3, Sections 3.1 (a) and (b) of the Bylaws are deleted and replaced in its entirety to read as follows:

3.1 Number, Term and Qualifications:

(a) The affairs of the Association shall be governed by a Board of Trustees composed of no less than seven (7) Board members. In the event that fewer than seven (7) individuals are willing to serve on the Board in a given year, the Board for that year may consist of no less than five (5) Board members. Any unfilled Board seats shall be opened for election at the following annual meeting, and such empty seat(s) shall be filled for the remainder of the two-year term for that seat. In the event that an even number of Board members are serving, and there is a tie vote, the President's vote shall break the tie.

(b) Members of the Board shall serve for a term of two (2) years. Terms shall be staggered such that not all seats shall be open for election in any given year. Elections shall not determine offices to which members are elected. Officers shall be elected by vote of the Board members at the first organizational meeting after each election.

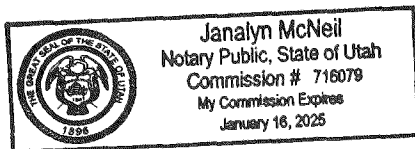
IN WITNESS WHEREOF, the Declarant has executed this Amendment this 25 day of May, 2022

ENCHANTED COVE PUD HOMEOWNERS ASSOCIATION

By: Carol Wilcox, Secretary
Its:

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

The foregoing instrument was acknowledged before me this 25th day of May, 2022 by Carol Wilcox, of the Enchanted Cove PUD Homeowners Association.



Janalyn McNeil
Notary Public

EXHIBIT A

Legal Description

All Lots and Common Area (34 total) of ENCHANTED COVE PUD AMD, as set forth on the plat map and in the records of the Salt Lake County Recorder, state of Utah.

Parcels: 28053260030000 through 28053260360000
and 28053260390000

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