

**AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS &
RESTRICTIONS FOR SPRING HILL CONDOMINIUM**

This AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR SPRING HILL CONDOMINIUM ("Rental Amendment") is effective when recorded with the Salt Lake County Recorder's Office by the Spring Hill Condominium ("Association").

RECITALS

- A. The Amended and Restated Declaration of Covenants, Conditions & Restrictions for Spring Hill Condominium was recorded on November 13, 1995, as Entry No. 6211481 in the Office of the Salt Lake County Recorder ("Declaration").
- B. The Declaration was first amended on March 4, 2008 by Entry No. 10363567 recorded with the Salt Lake County Recorder, specifically restricting the number of units that may be rented at any given time to five (5).
- C. The Declaration was changed and corrected on August 18, 2008 by Entry No. 10501592 recorded with the Salt Lake County Recorder.
- D. The Association desires to amend the Declaration as set for in this Rental Amendment and to change the rental cap, limiting the number of units that may be rented at any given time from five (5) to three (3).
- E. Pursuant to Article 25 of the Declaration, the undersigned hereby certifies that this Rental Amendment was approved by at least two-thirds (2/3) of the undivided interests in the common areas and facilities.
- F. This Rental Amendment affects the real property situated in Salt Lake County, Utah, described with particularity on Exhibit A, which exhibit is attached hereto and shall be binding on all parties having or acquiring any right, title, or interest to the Association or any part thereof.
- G. Unless specifically modified herein, all remaining provisions of the Declaration shall remain in full force and effect.
- H. In case of any conflict between the terms of this Rental Amendment and the terms of the Declaration or any prior amendment, the provisions of this Rental Amendment shall control.
- I. Unless otherwise provided in this Rental Amendment, capitalized terms used herein shall have the same meaning and effect as used in the Declaration.

RENTAL AMENDMENT

NOW, THEREFORE, the Declaration is amended as follows:

1. Covenants, Conditions & Restrictions, Subsection 9 (Rental Restriction) is hereby amended and restated as follows:

- (9) Rental Restrictions. At least 60 of the 63 Units must be Owner-Occupied at all times. The Board of Directors may allow up to 3 of the Units to be leased, rented or occupied by Non-Owner Occupants (collectively "Non-Owner Occupancy").

(a) **Purpose.** The purpose of the rental restrictions is to allow the Association to:

1. Protect the equity of the individual property owners at the Property; and
2. Carry out the purpose for which the Property was formed by preserving the character of the Property as a homogenous residential community of predominantly owner-occupied Units and by preventing the Property from assuming the character of an apartment, renter-occupied complex; and
3. Comply with the eligibility requirements for financing in the primary and secondary mortgage market insofar as such criteria provide that the Property be substantially owner-occupied, the leasing of more than 20% of the Units shall be prohibited. Exceptions may be granted in the case of undue hardship as that term is defined below.

For use herein the terms renter, tenant or lessee shall mean and include any person who is a Non-Owner Occupant of a Unit for more than 3 consecutive weeks or a total of 12 weeks in any 12 month period.

(b) **Initial Occupancy Requirement.** Each Unit must be Owner occupied for two years following the date of purchase.

(c) **Definition of Owner-Occupied.** The term "Owner Occupied" shall mean a Unit occupied by one of the following:

1. The Owner of record as shown in the Office of the Salt Lake County Recorder; or

2. The spouse, son, daughter, father or mother of the Owner of record;
or

3. The shareholder, partner, member, trustor, beneficiary or other legal representative of an institutional owner, such as a corporation, partnership, limited liability company or trust, provided, such person holds a beneficial

interest in such legal entity of at least 50% and/or his or her spouse, children or parents.

(d) **Application for Non-Owner Occupancy of Unit.** Any owner who intends to have Non-Owner Occupancy must submit a written application to the Board of Directors requesting permission to do so, which consent shall not be unreasonably withheld so long as at least 60 of the Units in the Project are Owner-Occupied.

(e) **Undue Hardship.** Priority shall be given to requests for leave to have a Non-Owner Occupant occupy a Unit in order to avoid undue hardship on an Owner. Also, in the event of hardship the Board of Directors may but are not obligated to increase the number of Non-Owner Occupied Units to 10. By way of illustration and not by limitations, examples of circumstances which would constitute undue hardship are those in which:

1. An Owner must relocate his or her residence and cannot, within 90 days from the date the Unit was placed on the market, sell the Unit while offering it for sale at a reasonable price no greater than its current appraised market value;

2. The Owner dies and the Unit is being administered by his or her estate;

3. The Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit; and

4. The Unit is to be leased to a member of the Owner's immediate family, which shall include his or her children or parents.

(f) **Application for Hardship Exemption.** Any Owner who believes that he or she must have his or her Unit Non-Owner Occupied in order to avoid undue hardship shall submit a written application to the Board of Directors setting forth the circumstances necessitating the Non-Owner Occupancy and such other information as the Board of Directors may reasonably require.

(g) **Approval of Hardship Application.** Those Owners who have demonstrated that the inability to have Non-Owner Occupancy would result in undue hardship and have obtained the requisite written approval of the Board of Directors may have Non-Owner Occupancy for such duration as the Board of Directors reasonably determines is necessary to prevent undue hardship.

(h) **Written Approval Required.** No Unit may be Non-Owner Occupied without the prior express written consent of the Board of Directors.

(i) **Copy of Signed Lease Agreement or Rental Agreement to be Provided to Board of Directors.** When a Lease Agreement or Rental Agreement is approved, a copy signed by the Renter and Owner must be submitted to the Board of Directors within 10 days after it has been signed by both parties.

(j) **Minimum Percent of Ownership.** No person may own less than twenty-five percent (25%) of a Unit.

(k) **Grandfather Clause.** Anything to the contrary notwithstanding, the foregoing restrictions shall not apply to the following Units which are currently being rented (the "Grandfathered Units"):

<u>Unit No.</u>	<u>Unit Address</u>	<u>Owner</u>
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1. The Grandfathered Units may continue to be Non-Owner Occupied without restriction for so long as record title to said Units remains vested in the name of the respective Owner(s) thereof (the "Grandfathered Owner(s)").
2. The term "Grandfathered Owner" shall include a succeeding "Trust" or other "Person" (i.e., natural person, corporation, partnership, limited liability company, trust or other legal entity) (the "Qualified Successor Owner(s)") in which the Grandfathered Owner or such Owner's spouse, son, daughter, father or mother holds a beneficial interest in such Qualified Successor Owner of at least fifty percent (50%).
3. Upon the conveyance of the Grandfathered Unit by the Grandfathered Owner or Qualified Successor Owner, the said Unit shall immediately become subject to the restrictions set forth above.

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CERTIFICATION

IN WITNESS WHEREOF, this Amendment to the Declaration of Covenants, Conditions & Restrictions for Spring Hill Homeowners Association was approved by at least two-thirds (2/3) of the undivided interests in the common areas and facilities.

DATED as of the 20th day of March, 2024.

Spring Hill Homeowners Association
A Utah Nonprofit Corporation

Barbara M Bown

By: BARBARA M BOWN

Its: President

State of Utah)
) ss.
County of Salt Lake)

On the 20th day of March, 2024, personally appeared before me Barbara M Bown who by me being duly sworn, did say that she/he is the President of Spring Hill Homeowners Association and that the foregoing instrument is signed on behalf of said corporation and executed with all necessary authority.

Notary Public [Signature]

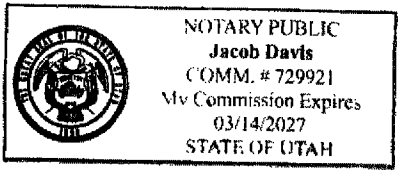


EXHIBIT A

Legal Description

SPRING HILL CONDOMINIUMS, PHASE ONE

Beginning at a point on the Northeasterly right-of-way line of Vine Street, said point being North 1105.96 feet and West 267.71 feet from the Southeast Corner of Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point also being N 49' 22' W along the monument line 41.06 feet and N 66c' 40' E 36.73 feet from a Salt Lake County Monument in the intersection of 5300 South and Vine Street, and running thence N 490 22' 0 W along said Northeasterly right-of-way line of Vine Street 356.31 feet; thence N 40 38' E 58.00 feet to a point of a 180.00 foot radius curve to the right; thence Northeasterly along the arc of said curve 60.84 feet to a point of a reverse curve to the left; the radius point of which is N 30 00' W 210.00 feet; thence Northeasterly along the arc of said reverse curve 40.32 feet to a point of tangency; thence N 490 00' E 19.47 feet to a point of a 175.00 foot radius curve to the right; thence Northeasterly along the arc of said curve 18.79 feet; thence N 300 00' W 108.20 feet; thence N 660 40' E 196.65 feet; thence 5490 22' E 742.50 feet; thence 5660 40' W 244.86 feet; thence N 490 22' W 198.00 feet; thence 5660 40' W 208.12 feet to the point of beginning. Containing 5.372 Acres.

SPRING HILL CONDOMINIUMS, PHASE TWO

Beginning at a point on the Northeasterly right-of-way line of Vine Street, said point being West 538.11 feet and North 1337.99 feet from the Southeast corner of Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence N 49 deg. 22' W along said right-of-way line 188.19 feet; thence N 66 deg. 40' E 256.33 feet; thence S 30 deg. 00" E 108.20 feet to a point on a curve to the left, the radius point of which is S 34 deg. 50' 54" E 175.00 feet; thence Southwesterly along the arc of said curve 18.79 feet to a point of tangency ; thence S 49 deg. 00' W 19.47 feet to a point of a 210.0 foot radius curve to the right; thence Southwesterly along the arc of said curve 40.32 feet to a point of a reverse curve to the left; the radius point of which is S 30 deg. 00' E 180.00 feet; thence Southwesterly along the arc of said reverse curve 60.84 feet to the point of tangency; thence S 40 deg. 38' W 58.00 feet to the point of beginning. Contains 0.715 acres.