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BK 5598 PG 273

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/04/2012 09:51 AM
FEE \$71.00 Pas: 6
DEP RT REC'D FOR SPRING CREEK HOME
OWNERS ASSOC

AMENDMENT I
To The
COVENANTS, CONDITIONS & RESTRICTIONS
OF
SPRING CREEK

This Amendment to the Covenants, Conditions & Restrictions of Spring Creek ("Amendment") is made and approved by the unit owners of Spring Creek on the date shown below after being voted on and approved by the unit owners in accordance with the Governing Documents of Spring Creek.

RECITALS

WHEREAS, it is the desire of the unit owners within Spring Creek to live in a PUD community that is orderly, peaceful and desirable, and that will allow for and protect the comfortable enjoyment of all residents of Spring Creek.

WHEREAS, the unit owners of Spring Creek desire to amend the Governing Documents to preserve and enhance the quality of life at Spring Creek.

WHEREAS, Spring Creeks ("Spring Creek") desires to amend the Declaration to place reasonable restrictions on the rental of units at Spring Creek.

WHEREAS, the Unit Owners of Spring Creek desire to preserve and enhance the quality of life at Spring Creek and have purchased their Units at Spring Creek for the purpose of using their Unit as an Owner occupied single family residence; and

WHEREAS, the Unit Owners have purchased a Unit in a PUD because they understand the PUD living concept was developed to create a real property interest wherein individuals could own their own real property and enjoy the benefits and stability that accompany ownership of real property, both individually and as a neighborhood, as well as the security that comes to a high density PUD community by having residents who are Owners and are committed to the long-term welfare and good of the community, and

WHEREAS, the Unit Owners realize that the value of their Units are directly related to the ability to sell their Units, that the ability to sell their Units is directly related to the ability of prospective borrowers to obtain FHA and other forms of financing, and that FHA underwriting standards as well as the underwriting standards at financial institutions and secondary mortgage markets restrict the percentage of non Owner occupied Units that can exist in a PUD; and further, when too high a percentage of non Owner occupied Units exist in a PUD, a buyer will not be able to qualify for favorable and competitive market interest rates and financing terms, thus inhibiting a Unit Owner's ability to sell their Units and depressing the value of all the Units at Spring Creek; and

WHEREAS, as the result of a variety of economic factors beyond the control of the Association and the Owners, prohibiting the rental of Units to be leased may reduce the financial hardship to Owners who must move or sell their Unit due to circumstances beyond their control, while still protecting the integrity of Spring Creek and permitting Spring Creek to achieve the objectives described above.

NOW THEREFORE, the unit owners of Spring Creek hereby amend the Governing Documents recorded against the real property located in Davis County, Utah, known as Spring Creek and more fully described in the recitals of the Governing Document. If there is any conflict between this Amendment and the Governing Documents, this Amendment shall control.

This Amendment shall become effective upon recording. The Spring Creek Governing Documents are hereby amended as follows:

AMENDMENT

ARTICLE I RENTAL RESTRICTIONS

- .1 No Units within Spring Creek may be leased.\
- .2 The restrictions to rentals shall not apply: (a) if a Unit Owner is a member of the military and is required to move from the Unit during a period of military deployment and desires to lease the Unit during the period of deployment; (b) if a parent, grandparent or child leases their Unit to a family member who is a parent, grandparent, child, grandchild, or sibling of the Owner; (c) to an Owner if an employer relocates an Owner for a period of less than two years; (d) if a Unit Owner moves from a Unit due to temporary (less than four years) humanitarian, religious or charitable activity or service and leases the Unit with the intent to return to occupy the Unit when the humanitarian, religious or charitable service has concluded, or (e) to a Unit 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 the current resident of the Unit or the parent, grandparent, child, grandchild, or sibling of the current resident of the Unit.

- .3 Those Units that are occupied by non Unit Owners at the time this Amended Declaration is recorded at the Davis County Recorder's Office may continue to be occupied by non Unit Owners until the (a) Unit Owner transfers ownership of the Unit, (b) Unit Owner occupies the Unit, or (c) 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 Unit, transfers the Unit or occupies the Unit.
- .4 For purposes of Subparagraph 1.3, a transfer occurs when one or more of the following occur: (a) the owner conveys, sells, or transfers a Unit by deed; (b) the owner grants a life estate in the Unit; or (c) if the Unit is owned by a limited liability company, corporation, partnership, or other business entity, the sale or transfer of more than 75% of the business entity's share, stock, membership interests, or partnership interests in a 12-month period.
- .5 Any Unit Owner desiring to lease his or her Unit or to have his or her Unit occupied by a non Unit Owner shall notify the Board in writing of their intent to lease their Unit, to whom they are renting the unit, and the reason for the rental.
- .6 The Board shall ensure consistent administration and enforcement of the rental restrictions in this Amended Declaration.
- .7 As used herein, "Rent" (or any variation of the word) or "Lease" (or any variation of the word) means a Unit that is owned by an Owner that is Occupied by one or more Non Owners while no Owner occupies the Unit as the Owner's primary residence. The payment of remuneration to an Owner by a Non Owner shall not be required to establish that the Non Owner is Leasing a Unit. Failure of a Non Owner to pay remuneration of any kind to the Owner shall not be considered when determining if a Unit is a Rental Unit
- .8 As used herein, "Non Owner" means an individual or entity that is not an Owner as shown on the records of the Davis County Recorder.
- .9 As used herein, "Occupied" means to reside in the Unit for ten (10) or more days in any thirty (30) day period. A Unit is deemed to be Occupied by a Non Owner if the Unit is Occupied by an individual(s) other than the Unit Owner and the Owner is not occupying the Unit as the Owner's primary residence.
- .10 "Single Family" means (a) a single person living alone or with the person's children, (b) up to three unrelated persons, or (c) a husband/wife relationship with or without children.
- .11 Any Unit Owner who violates this Amended Declaration shall be subject to a complaint for damages and/or an injunction and order seeking to terminate the lease in violation of this Amended Declaration. If Spring Creek is required to retain legal counsel to enforce this Amended Declaration, with or without the filing of legal process, the violating Unit Owner shall be liable for all costs and expenses incurred by the Association, including but not limited to attorney fees and court costs incurred by the Board in enforcing this Amended Declaration.

Lot 1 thru 50 plus 52 plus common area of Spring Creek P_{RUD}

09-289-0001 thru 0052

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THIS DECLARATION, made this _____ day of _____

By Spring Creek Home Owners Association, Inc.

RECITALS:

A. Declarant is the owner of certain property in the County of Davis, State of Utah, which is more particularly described as follows:

PART OF THE SOUTHWEST QUARTER OF SECTION 8. T4N. R1W. SLB&M: SPRING CREEK PRUD (ALL OF PARCEL 3 ROBINS ESTATES). DESCRIBED AS FOLLOWS BEGINNING AT A POINT ON THE EAST LINE OF 1200 WEST (ANGEL STREET) SAID POINT BEING N00 09'57" E 1,580.63 FEET AND N89 55'23" E 33.00 FEET FROM THE SOUTHWEST CORNER OF SECTION 8, T4N, R12, SLB&M, THENCE ALONG SAID EAST LINE OF 1200 WEST STREET

N00 09'57"E	400.21 FEET: THENCE
N89 55'23" E	718.66 FEET: THENCE
S00 09' 57" w	660.26 FEET: THENCE
S89 55' 23" w	528.40 FEET: THENCE

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N00 09' 57" E

260.05 FEET; THENCE

S89 55' 23" W

191.26 FEET TO THE POINT OF BEGINNING

CONTAINS 424,762 SQ FT 9.751 ACRES

BASIS OF BEARING N89 55' 10" E FROM THE SOUTHWEST CORNER OF SECTION 8 TO THE
SOUTH QUARTER CORNER OF SAID SECTION