



After recording mail to:

Harrisburg Estates Owners Association
134 Redbluff Dr.
Hurricane, UT 84737

**AMENDMENT TO
HARRISBURG ESTATES HOMEOWNERS ASSOCIATION
COVENANTS, CONDITIONS AND RESTRICTIONS**

A. Certain real property in Washington County, Utah, known as Harrisburg Lakeside Estates No's 1, 2 and 4, was subjected to certain covenants, conditions, and restrictions recorded on October 27, 2009, as Entry Number 20090041003, in the Recorder's Office for Washington County, Utah (the "Declaration").

B. This amendment shall be binding against the property described in the Declaration and any annexation or supplement thereto, described as follows:

All Lots, HARRISBURG LAKESIDE ESTATES No 1 SUBDIVISION,
All Lots, HARRISBURG LAKESIDE ESTATES No 2 SUBDIVISION,
All Lots, HARRISBURG LAKESIDE ESTATES No 4 SUBDIVISION,
according to the official plats thereof recorded in the records of the Washington County Recorder.

Parcel Numbers: H-HLE-1-1 through H-HLE-1-78, H-HLE-2-1 through H-HLE-2-38, H-HLE-2-39-A-1, H-HLE-2-41 through H-HLE-2-131, H-HLE-4-1 through H-HLE-4-17, H-HLE-2-40-A

C. This amendment is intended to restrict the manner and number of rentals in the community and non-owned occupied units in order to better establish a residential community and help protect livability and property values for all owners.

D. Pursuant to Article X, Section 3 of the Declaration, the undersigned officer hereby certifies that the affirmative vote of Owners representing not less than fifty one percent (51%) of the Lots has been obtained approving this amendment.

NOW THEREFORE, the Association hereby amends Article VI, Section 1A(3) of the Declaration to add the following entirely new sentence:
Leasing of Lots is further restricted under Article VI Section 1, Subsection Y of this Amendment.

NOW THEREFORE, the Association hereby amends Article VI, Section 1 of the Declaration to add the following entirely new Subsection Y:

Y. Rental Policy.

1. Definition of Rental. "Rental" or "Rented" means:

- a) A Lot owned by a natural person(s) (i.e. not an entity or trust) that is occupied by someone who is not the Owner or the Owner's parent, child, grandchild or sibling; and
- b) A Lot owned by an entity or trust, regardless of who occupies the Lot, unless the trust or entity was created for estate planning purposes and was created for either; (1) the estate of a current Owner of the Lot; or (2) the parent, child, grandchild or sibling of the current resident of the Lot.

2. Definition of Living Unit. "Living Unit" means a structure designed and built as a residence, including park models, manufactured homes and site-built homes, but specifically excluding RV's. "RV" means a motor home, trailer, camping vehicle, or other vehicle containing a living space.

3. Minimum Terms, Requirements. No Lot may be rented except: (1) a Lot which contains a Living Unit, or (2) a Lot that is rented as a vacant pad and which is free from any RV immediately prior to the rental of the Lot. No Lot which contains a Living Unit may be rented for a term of less than three months. No Lot that is rented as a vacant pad may be rented for a term of less than one month. No RV which is older than 10 years from its date of manufacture to the date the RV is first placed on a Lot shall be permitted on any rented Lot. No Owner shall rent their Lot(s) until the Owner has owned the Lot for at least 12 months, except Lots rented pursuant to a grandfather exemption under Section 4bi or a required exemption under Section 4bii.

4. Rental Cap. No more than ten percent (10%) of the Lots may be rented at any given time, including grandfathered Lots/Owners (pursuant to Section 4bi below), but excluding Lots rented pursuant to required exemptions or hardship exemptions under Section 4bii and 4biii (the "Rental Cap").

- a) **Application Required.** Prior to renting any Lot, an Owner shall apply to the Association for permission to rent. The Association shall review the application and make a determination of whether the rental will exceed the Rental Cap and whether the rental will be in compliance with this Amendment and the rental policies of the Association. The Association shall deny the application if it determines that the rental of the Lot will exceed the Rental Cap or will otherwise be in violation of this Amendment.
- b) **Exemptions From the Rental Cap.** The following Owners shall be exempt from the Rental Cap, but not from any other provisions herein, as follows:
 - i. **Grandfathered Lots/Owners.** All Owners of Lots which are actively being rented, or have had tenants within the past 6 months at the time that this amendment is recorded may continue to rent *free from the rental cap imposed hereby* until: (a) the Owner transfers or conveys the Lot (including, if the Lot 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 shares, stock, membership interests, or partnership interests in a 12-month period), (b) the Owner occupies the Lot by staying overnight at the Lot for more than 30 consecutive nights; 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 Lot, occupies the Lot by staying overnight at the Lot for more than 30 consecutive nights.

- ii. **Required Exemptions.** The following Owners and Lots are exempt from the restrictions on the number and term of rentals contained in this Amendment, but not from the requirement to apply to the Association (which application shall be granted upon a determination by the Board that the Owner or Lot qualifies as one of the following): (a) an Owner in the military for the period of the Owner's deployment; (b) a Lot occupied by an Owner's parent, child, grandchild or sibling; (c) an Owner whose employer has relocated the Owner for no less than two years; (d) 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: (1) the estate of a current resident of the Lot; or (2) for the parent, child, grandchild or sibling of the current resident of the Lot.
- iii. **Hardship Exemptions.** Additionally, the Board of Directors, in writing, may approve certain hardship exemptions which would result in the number of permissible rentals temporarily exceeding the Rental Cap provided for herein. Such exemptions shall expire six months from issuance. Applications for hardship exemptions shall be made in writing, explaining. Need-based exemptions shall be made at the sole discretion of the Board and the decision of the Board shall be final.

5. The Lease Agreement. Any lease agreement between an Owner and a lessee shall be in writing, and must provide, among other things, that the lease shall in all respects be subject to the Governing Documents established by the Board with respect to Rentals. Additionally, the lease agreement shall conform to the following:

- a) The number of occupants shall not exceed 2 persons per bedroom.
- b) The lessee acknowledges receipt and understanding of and intention to comply with the current Governing Documents of the Association, a copy of which shall be included as an addendum to the lease.

6. Default under the Lease. A failure by the Owner or lessee to comply with the terms of the Association's governing documents, including this Amendment and any Rules & Regulations shall constitute a default under the lease and, upon notice to the Owner and a failure of the Owner to remedy violations by themselves or their lessee within the time stated in the notice, the Board may:

- a) Require the Owner to terminate the lease,
- b) Rescind the Owner's right to use their property as a Rental, except as to a Lot rented pursuant to a grandfather exemption under Section 4bi or a required exemption under Section 4bii, and/or
- c) Levy fines against the Owner.

Upon repeated and continued failure of the Owner to remedy lessee's violations, the Association

as intended third-party beneficiary under the lease is hereby appointed agent of the Owner and is entitled to initiate eviction proceedings against any such lessee.

7. Rental Permits and Process. The Association shall establish a written rental permit system, along with corresponding administrative procedures, additional applicable rental policies or requirements, fees and penalties for noncompliance. The Board may modify such system of procedures, fees and penalties at any time. Landlords must have prospective tenants complete and sign the Association's registration form, to be submitted with the signed lease to the Association, prior to occupying the rental property.

8. Lease Payments by Tenant to Association. If an Owner who is renting his or her Lot fails to pay an assessment for more than ninety (90) 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 the Association, including penalties and interest, if any, is paid in accordance with the procedures established by law.

9. Fines, Sanctions and Attorney's Fees. 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 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 rules and restrictions. The Association shall be entitled to its attorney's fees and costs in any action to enforce the terms of this Amendment.

[signature page follows]

IN WITNESS WHEREOF, The Harrisburg Estates Owner's Association has executed this Amendment to the Declaration as of the 19th day of March, 2016, in accordance with the Declaration.

HARRISBURG ESTATES OWNER'S ASSOCIATION, a Utah nonprofit corporation

By: [Signature]
Its: President

STATE OF UTAH

COUNTY OF Washington (ss)

On the 22 day of March, 2016, personally appeared before me _____, 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 Board, and acknowledged said instrument to be their voluntary act and deed.

[Signature]
Notary Public

