

**FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM AND
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHASE
CREEK CONDOMINIUM**
In Salt Lake County, Utah

This First Amendment to the Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Chase Creek Condominium (hereinafter "First Amendment"), hereby amends that certain Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Chase Creek Condominium, as amended, recorded on October 21, 2002 in the Salt Lake County Recorder's Office, as Entry No. 8390891 ("Declaration") and is adopted by the Board of Directors ("Board") for Chase Creek Condominium Homeowners' Association ("Association"), for and on behalf of its members, and made effective as of the date recorded in the Salt Lake county Recorder's Office.

RECITALS:

(A) This First Amendment affects and concerns the real property located in Salt Lake County, Utah, and more particularly described in the attached **Exhibit "A"** ("Property").

(B) On or about October 21, 2002, the Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Chase Creek Condominium was recorded on in the Salt Lake County Recorder's Office as Entry No. 8390891 ("Declaration"). The Bylaws were recorded as an exhibit to the Declaration.

CERTIFICATION

By signing below, the Board hereby certifies that pursuant to Article 17.3 of the Declaration and the Utah Condominium Ownership Act, the Association has obtained the approval or written consent of at least sixty-seven percent (67%) of the total allocated interest in the Project.

NOW, THEREFORE, pursuant to the foregoing, the Board hereby makes and executes this First Amendment, which shall be effective as of its recording date.

COVENANTS, CONDITIONS AND RESTRICTIONS

1. **Recitals.** The above Recitals are incorporated herein by reference and made a part hereof.

2. **No Other Changes.** Except as otherwise expressly provided in this First Amendment, the Declaration remains in full force and effect without modification.

3. Conflicts. In the case of any conflict between the provisions of this First Amendment and the provisions of the Declaration, the provisions of this First Amendment shall in all respects govern and control. In the case of any existing provision with the Declaration that could be interpreted as prohibiting the modifications set forth in this First Amendment, such provision is hereby modified in order to accomplish the purpose and intent of this First Amendment.

AMENDMENTS

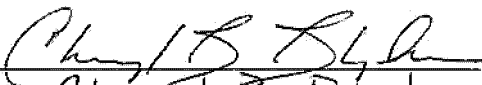
4. Articles 9.13, 9.16 and 9.17 are hereby supplemented as follows (these provision shall augment existing rental restrictions and shall control over any conflicting provisions in the Declaration with respect to the renting or leasing of Units in the Project):

9.13 Leases:

- (a) Units shall not be advertised or listed for short term rental on such sites as Airbnb, VRBO, HomeAway, Flipkey, Wimdu, House Trip and similar international, national or local providers.
- (b) Violations of the provisions of this Article shall result in the imposition of fines in the maximum amount allowed by law.
- (c) Maximum Number of Rental Units. The total number of Units that may be non-Owner occupied shall not exceed 35% of the total Units. As of the date of this recording, the existing non-Owner occupied Units are identified in **Exhibit "B"** (collectively "Existing Rental Units"). The ability to lease an existing non-owner occupied Unit expires upon the sale or transfer of ownership of said Unit, or if an Owner re-occupies the Unit. The Association may develop and maintain an application and waiting list for those Owners that desire to lease their Unit. The Association will maintain a waiting list when the cap of 35% units has been reached and additional unit owners want to lease their Unit but cannot due to the rental cap.
- (d) Exempt Non-Owner Occupied Units. In addition to the Units identified in **Exhibit "B"**, the following Units may be non-Owner occupied Units:
 - 1. An Owner in the military for the period of the Owner's deployment.
 - 11. A Unit occupied by an Owner's parent, child, or sibling.
 - 111. An Owner whose employer has relocated the Owner for less than two years.
 - 1v. A Unit owned by a trust or other entity created for the estate planning purposes if the trust or other estate planning entity was created for:
 - 1. The estate of a current resident of the Unit; or
 - 2. The parent, child, or sibling of the current resident of the Unit.

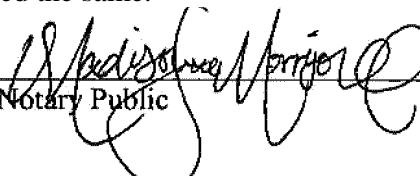
- (e) Permitted Rules. The Board may adopt Rules requiring the reporting and procedural requirement related to non-owner occupied Units and the occupants of those Units, including requiring informational forms to be filled out by Owners and/or residents identifying non-owner occupants, vehicles, phone numbers, etc.; and other reasonable administrative provisions consistent with, and as it deems appropriate to enforce, the requirements of this First Amendment. •

CHASE CREEK HOMEOWNERS' ASSOCIATION


By: Cheryl B. Blycker
Its: President

STATE OF UTAH)
 : ss
COUNTY of Salt Lake)

On this 25th day of January, 2020, personally appeared before me Cheryl Bond Blycker, who being by me duly sworn, did say that he/she is the President of Chase Creek Homeowners' Association, a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.


Notary Public

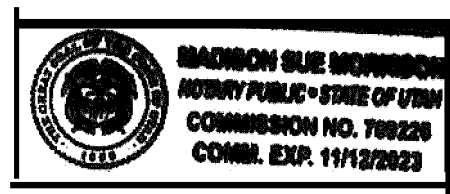


Exhibit A
Legal Description

All Units within Buildings A, B, C and D, contained Chase Creek Condominiums Amended, as the same is identified in the record of survey map recoded in Salt Lake County, Utah.

Tax I.D. Nos: 1632380031 through 1632380034

Exhibit B
Existing Rental Units

Chase Creek Rentals 01-13-2020

Homeowner	Unit Address
Berg, Jacob	889 East Chase Creek Court Salt Lake City, UT 84107
Holbrook, Jeff & Rebecca	890 East Chase Brook Lane Salt Lake City, UT 84107
Kadera , Heather	893 East Chase Creek Court Salt Lake City, UT 84107
Leueng, Theo	891 East Chase Creek Court Salt Lake City, UT 84107
Nance, Wendy	4022 South Chase Brook Lane #101 Salt Lake City, UT 84107
Oz Futures LLC	892 East Chase Brook Lane Salt Lake City, UT 84107
Pate, Brittany	886 East Chase Brook Lane Salt Lake City, UT 84107
Stevens, Alexis	4004 South Chase Brook Lane - #202 Salt Lake City, UT 84107
Tao, Ying	884 East Chase Brook Lane Salt Lake City, UT 84107
Zarbock, Molly	4002 South Chase Brook Lane Salt Lake City, UT 84107