

**THIRD AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
ENCLAVE AT SUN CANYON HOA**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (the "Third Amendment") is made and executed by ENCLAVE AT SUN CANYON HOA, a Utah non-profit corporation (the "Association").

RECITALS

- A. The Declaration of Covenants, Conditions, and Restrictions for the Enclave at Sun Canyon was recorded on January 24, 2008 with the Office of Recorder for Summit County, Utah as Entry No. 00835747 (the "Declaration") for the Enclave at Sun Canyon development project located in Summit County, Utah (the "Project").
- B. The First Amendment to Declaration of Covenants, Conditions, and Restrictions for the Enclave at Sun Canyon, mistakenly referred to in the Second Amendment (defined below) as the First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Enclave at Sun Canyon, was recorded on December 24, 2012 with the Office of Recorder for Summit County, Utah as Entry No. 00959867 (the "First Amendment").
- C. The Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for the Enclave at Sun Canyon, mistakenly referred to as the Second Amendment to the First Amended and Restated Declaration of Covenants, Conditions, and Restrictions, was recorded on March 10, 2017 with the Office of Recorder for Summit County, Utah as Entry No. 01065343 (the "Second Amendment").
- D. Section 15.16 of the Declaration authorizes the amendment of the Declaration upon approval of at least two-thirds (2/3) of the Unit Owners.
- E. The Association now desires to amend the Declaration as set forth below for the benefit of its members and the Project.
- F. As evidenced by this instrument, the Association has obtained the requisite written consent or vote of approval necessary to effectuate this Third Amendment.

NOW, THEREFORE, pursuant to the foregoing, the Association, acting by and through its duly elected officers, hereby makes and executes the following amendments to the Declaration, which shall be effective as of the date of recording this instrument:

AMENDMENT

1. Section 1.41 of the Declaration shall be and hereby is deleted in its entirety and replaced with the following:

1.41 “Short-Term Occupancy” shall refer to non-owner occupancy of a Unit for a period of fourteen (14) days or less, regardless of whether the Unit Owner receives compensation for the occupancy.

2. The term “Short Term Rentals” in the first sentence of Section 9.12 of the Declaration shall be and hereby is deleted and replaced with the term “Short-Term Occupancy.”
3. To the extent required by applicable law, the prohibitions on Short-Term Occupancy of a Unit in Section 9.12 of the Declaration shall not apply to:
 - a. An Owner in the military for the period of the Unit Owner’s deployment;
 - b. A Unit occupied by the Unit Owner’s parent, child, or sibling;
 - c. An Owner whose employer has relocated the Owner for two (2) years or less;
 - d. A Unit owned by an entity that is occupied by an individual who has voting rights under the entity’s organization documents and has a twenty-five percent (25%) or greater share of ownership, control, and rights to profits and losses of the entity; or
 - e. 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 (a) the estate of a current occupant of the Unit; or (b) the parent, child, or sibling of the current occupant of the Unit.

4. Section 5.9 of the Declaration shall be and hereby is amended to include the following:

The Board is empowered to levy fines for a violation of the Declaration, the Design Guidelines, the Association Rules or any other governing document. The Association shall have a lien on each Lot for all fines imposed against an Owner by the Association.

5. Section 7.4 of the Declaration shall be and hereby is amended to include the following:

The Association appoints Melyssa D. Davidson, who qualifies under Utah Code Ann. § 57-1-21(1)(a)(i), as trustee. The Declarant hereby conveys and warrants pursuant to Utah Code Ann. § 57-1-20 and 57-8a-302 to Melyssa D. Davidson, with power of sale, the Lot and all improvements to the Lot for the purpose of securing payment of Assessments under the terms of the Declaration. The Association may appoint a qualified successor trustee by executing and recording a substitution of trustee form.

6. Section 15.13 of the Declaration, as amended by Paragraph 4 of the Second Amendment, shall be and hereby is further amended to replace the term “Transfer Fee” with “Reinvestment Fee” consistent with Utah Code 57-1-46. Section 15. 13 of the Declaration, as amended by Section 4 of the Second Amendment, shall be and hereby is further amended to exclude from the Reinvestment Fee obligation the following: (a) an involuntary transfer; (b) a transfer that results from a court order; (c) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity; (d) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; (e) a transfer between an individual and a limited liability company, corporation, trust, or other entity owned by or established for said individual for purposes of estate planning and/or asset protection for said individual; or (f) the transfer of burdened property by a financial institution, except to the extent that the reinvestment fee covenant requires the payment of a common interest association’s costs directly related to the transfer of the burdened property, not to exceed \$250.00.
7. Sections 3.2 and 3.3 of the Declaration shall be and hereby are amended to exclude Lots owned by the Association and/or which are restricted as open space by recorded conservancy grant or other recorded restriction from the denominator for calculating the Allocated Interest of every other Lot in votes of the Association and in the Common Expenses of the Association. Specifically, Lots 2, 3, 4, 5, 6, 8, 9, 10 and 12 are subject to that certain Declaration Creating Restrictive Covenant recorded with the Office of Recorder for Summit County, Utah on January 14, 2019 as Entry No. 01104662, Book 2493 beginning at Page 0689 (the “Conservancy Covenant”) under which said Lots shall remain vacant, as open space, for the benefit of the Project, the Association, and the Owners. Title to Lots 2, 3, 4, 5, 6, 8, 9, 10 and 12 was subsequently conveyed to the Association. Accordingly, and notwithstanding any other provision of the Declaration, as amended, to the contrary, it is the intent and purpose of this paragraph to exclude any and all Lots of record which are owned by the Association from the obligation to share in the Common Expenses of the Association and also to terminate said Lots’ respective voting interest in the Association.
 - a. The provisions of this Section 7 shall also apply to any other Lot within the Project that becomes subject to a recorded conservancy grant or other recorded restriction preserving the Lot as open space for the benefit of the Project and the Association and the Owners to be effective upon recording of the conservancy grant or open space restriction (regardless of when or if the Lot is conveyed to the Association).
 - b. For Lots 2, 3, 4, 5, 6, 8, 9, 10, and/or 12, the provisions of this Section 7 shall apply for as long as the Lot is owned by the Association. For any Lot that may become subject to a recorded conservancy grant or other recorded open space restriction but not conveyed to the Association, the provisions of this Section 7 shall apply for the duration of the conservancy grant or open space restriction.

8. All other provisions of the Declaration shall remain unchanged and in full force and effect.

[Signature page to follow]

EXHIBIT "A"
PROPERTY DESCRIPTION

The real property and lots and units referred to in the foregoing THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS are located in Summit County, Utah and are described more particularly as follows:

Enclave at Sun Canyon PUD, according to the final plat on file and of record in the Office of Recorder for Summit County, Utah, as amended, and all appurtenant Common Area and Facilities as shown thereon.

Parcel Nos.:

ECSC-1-AM, ECSC-2-AM, ECSC-3-AM, ECSC-4-AM, ECSC-5-AM, ECSC-6-AM, ECSC-8-AM, ECSC-9-AM, ECSC-10-AM, ECSC-12-AM, ECSC-13-AM, ECSC-14, ECSC-15-AM, ECSC-16-AM, ECSC-17-AM, ECSC-18-AM, ECSC-19-AM, ECSC-20-AM, ECSC-21-AM, ECSC-22-AM, ECSC-24-AM, ECSC-25-AM, ECSC-26-AM, ECSC-27-AM, ECSC-28-AM, ECSC-29-AM, ECSC-30-AM, ECSC-31-AM, ECSC-32-AM, ECSC-33-AM, ECSC-34-AM, ECSC-35-AM.