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ERNEST D ROWLEY, WEBER COUNTY RECORDER
12-FEB-14 236 PM FEE \$199.00 DEP NNP
REC FOR: EMERALD HILLS HOA

WHEN RECORDED, RETURN TO:
VIAL FOTHERINGHAM LLP
602 East 300 South
Salt Lake City, Utah 84102

**SECOND AMENDMENT TO THE
AMENDED CONDOMINIUM DECLARATION FOR
EMERALD HILLS CONDOMINIUMS**

This Second Amendment to the Amended Condominium Declaration for Emerald Hills Condominiums is made by The Emerald Hills Condominium Homeowners Association, Inc. ("Association") and shall be effective upon recording with the Weber County Recorder's Office.

RECITALS

WHEREAS, Emerald Hills Condominium was created pursuant to the Declaration of Emerald Hills Condominiums (hereinafter "Enabling Declaration") recorded on May 18, 1966 as Entry No. 473451 in the Weber County Recorder's Office.

WHEREAS, the Enabling Declaration was amended and superseded in its entirety by the Amended Condominium Declaration for Emerald Hills Condominium (hereinafter the "Declaration") recorded on October 16, 1997 as Entry No. 1498733 in the Weber County Recorder's Office.

WHEREAS, the Declaration declares that Emerald Hills Condominium is a Utah condominium project subject to the Utah Condominium Ownership Act found at U.C.A. §57-8.

WHEREAS, the Association and its members believe it to be in their best interests to modify the provisions of the Declaration regarding the restriction of the leasing of Units throughout the Project in an effort to comply with guidelines of the Federal Housing Administration, preserve investments and promote a more efficient and effective form of governance.

WHEREAS, Section 3.22 of the Declaration provides that the Declaration may be amended by the affirmative vote of a majority of the voting interests of the Association.

NOW THEREFORE, this Second Amendment to the Declaration is made and executed by the Management Committee after having first received approval from at least a majority of the voting interests of the Association.

NOW THEREFORE, this Second Amendment is intended to replace the existing Article III, Section 3.21 of the Declaration and shall be binding against the property described in "Exhibit A" of the Declaration and any annexation or supplement thereto.

Article III, Section 3.21 is hereby amended to read as follows:

3.21 Leasing of Units. Notwithstanding anything to the contrary contained in this Amended Declaration, the leasing or renting of any Unit shall be governed by this Section.

(a) Owner Occupancy. An Owner may "rent" his Unit subject to the limitations and requirements of this Section 3.21. For purposes of this Section only, the term "rent" in any grammatical form includes lease, sublet, or otherwise permit or allow others to reside therein for legal consideration payable to the Owner or to others at the Owner's request or direction, or allow others to reside therein alone for charitable purposes without the owner in residence.

(b) Restrictions on Rentals and Leases. A Unit eligible to be rented under section (a) is subject to the following restrictions:

(1) No Unit may be rented, leased, or sublet, if the rental or lease results in more than one (1) of the Units ("Rental-Lease Limit") being rented or leased at the same time. If one (1) Unit is already rented, Owners desiring to rent or lease a Unit will be placed on a waiting list in chronological sequence of a written request submitted to the Management Committee.

(2) No Unit may be rented or leased for a period of less than six (6) consecutive months and an Owner may not rent or lease less than the entire Unit. No Unit may be rented or leased for transient or hotel purposes.

(3) A Unit may not be rented or leased except by written agreement and only with the express written consent of the Management Committee in accordance with subsection 3.21(e) below.

(c) Owner Occupancy and Rental-Lease Limit Exceptions. Once the Rental-Lease Limit is reached, a Unit may only be rented or leased under the following exceptions:

(1) Immediate Family Exception. Occupancy by the immediate family members of an Owner is allowed. As used in this Section 3.21, "immediate family members" means an Owner's spouse, child, parent, and sibling.

(2) Grandfather Exception. As of the date of recording this amendment, any Owner currently renting or leasing a Unit ("Grandfathered Owner") may continue to rent or lease that Unit, subject to the subsection 3.21(b)(2) and (3) restrictions, until such time as the Grandfathered Owner no longer has an interest in the Unit, or at such time as the Grandfathered Owner occupies the Unit. Thereafter, the restrictions of subsection 3.21(b)(1) shall apply.

(3) Military Deployment Exception. An Owner of a Unit, or the Owner's spouse or life partner, who is deployed by a branch of the Armed Forces of the United States and required to serve more than fifty (50) miles from the Property pursuant to a valid order

issued from the Armed Forces of the United States may rent his or her Unit subject to the restrictions of subsections 3.21(b)(2) and (3).

(4) **Hardship Exception.** Notwithstanding any of the above, an Owner may apply to the Management Committee for a hardship waiver upon a showing of hardship or practical difficulties arising from unforeseen events such as the death of a husband or wife or life partner of the Owner, job relocation, charitable service, public service, disability, or difficulty in selling the Unit due to market conditions in the area or other similar circumstances. The Management Committee has discretion to approve an Owner's hardship application to temporarily rent the Owner's Unit. However, the Management Committee is prohibited from approving a hardship application to rent a Unit under this Section for a time period of more than two (2) years, or if the result of granting the hardship application would put the Association's non-Owner occupied Units at over fifty-percent (50%) of the total Units.

(5) **Mortgagee Exception.** Subsection 3.21(b)(1) above does not apply to a first mortgagee who acquires a unit by foreclosure, deed in lieu of foreclosure, or other arrangement in lieu of foreclosure, during the pendency of a foreclosure or for a reasonable time thereafter while seeking a purchaser for the Unit. A successor to the first mortgagee is subject to all requirements and restrictions of this Section 3.21, including the Rental-Lease Limit.

(d) **Multiple Unit Ownership.** An Owner of multiple Units is not eligible to rent or lease more than one (1) Unit.

(e) **Application and Approval.** Prior to renting any Unit, an Owner shall apply to the Management Committee for approval and include a copy of the proposed agreement to effect the renting. The Management Committee shall review the application and make a determination of whether the rental will exceed the Rental-Lease Limit or violate any of the restrictions described in subsections (b)(1), (b)(2), or (d). The Management Committee shall:

(1) Approve the application if it determines that the rental will not exceed the Rental-Lease Limit or violate any of the applicable restrictions of this Section 3.21 and is consistent with all the requirements of this Amended Declaration, the Bylaws then in force, and any Rules adopted by the Management Committee.

(2) Deny the application if it determines that the rental or lease of the Unit will exceed the Rental-Lease Limit, or that subsections (b)(1), (b)(2), or (d) restrictions will be violated.

(f) **Rules regarding the Application and Approval to Rent or Lease a Unit.** The Management Committee may adopt by resolution Rules that establish the application and approval process, a waiting list, the contents or exact form of lease agreements, and any other Rules deemed necessary by the Management Committee to implement this Section 3.21.

(g) **Remedies.**

(1) If an Owner rents a Unit in violation of or without complying with the requirements of this Section 3.21, or violates other Rules imposed by the Management Committee, including renting a Unit after the Management Committee denies Owner's application, the Management Committee may:

- i. Assess fines against the Owner and Owner's Unit in an amount to be determined by the Management Committee pursuant to a schedule of fines adopted by the Management Committee in accordance with the Act.
- ii. Regardless of whether any fines have been imposed, proceed with any other available legal remedy, including, without limitation, an action to require the Owner to terminate the rental or lease agreement and remove the tenant.

(2) Pursuant to Rules adopted under this Section, if the Management Committee determines that a tenant has violated a provision of the Amended Declaration, Bylaws, any amendments thereto, or Rules, after notice and an opportunity for a hearing as provided by the Act, the Management Committee may require an Owner to terminate a lease or rental agreement.

(h) Costs and Attorney Fees.

(1) Fines, charges, and expenses incurred in enforcing the Amended Declaration, the Bylaws and any Rules with respect to the tenant, and for any costs incurred by the Association in connection with any action involving Section 3.21, including reasonable attorney fees, are assessments against the Owner and Unit which may be collected and foreclosed by the Association as provided in the Amended Declaration and pursuant to the Act.

(2) In addition to subsection (1) of this subsection (h) above, the Association is entitled to recover from an Owner determined in violation of this Section 3.21 its costs and attorney fees incurred for enforcement, regardless of whether any lawsuit or other action is commenced. The Association may assess the costs and attorney fees against the Owner and the Unit as an assessment as provided in the Amended Declaration and pursuant to the Act.

(i) Limited Power Of Amendment. The Management Committee shall have the power and authority to amend this Section 3.21, without a vote of the owners, to the extent necessary to comply with regulations of the Federal Housing Administration (FHA) to qualify Units for FHA financing.

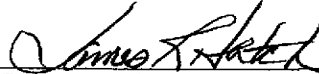
(j) Utah Landlord-Tenant Code Not Applicable. Nothing in this Section 3.21 may be construed to impose on the Association the duties, responsibilities, or liabilities of a landlord under Utah Code.

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CERTIFICATION

The foregoing Second Amendment to the Declaration was duly approved by at least a majority of the Owners as required by Section 3.22 of the Declaration.

EXECUTED this 12 day of February, 2014.



James Hatch, President and Authorized Member
of the Management Committee of
The Emerald Hills Condominium Homeowners Association, Inc.

STATE OF UTAH)
) SS:
COUNTY OF)

On the 12 day of February 2014, personally appeared before me James Hatch, who by me being duly sworn, did say that he/she is a member of the Management Committee, and also the President of the Emerald Hills Condominium Homeowners Association, Inc. that he/she is authorized by the Management Committee to execute this amendment, and that the foregoing instrument was duly approved by the Emerald Hills Condominium Homeowners Association, Inc. as required by the Declaration.

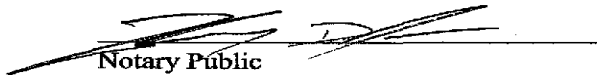
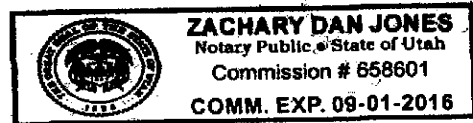

Notary Public

Exhibit A

Legal Description and Parcel Numbers

Emerald Hills Condominium

Weber County, Utah

The following units are located at Emerald Hills Condominium, Weber County, Utah:

Phase 1	Units 1 through 32	Parcel Numbers 07-048-0001 through 07-048-0032
Phase 2	Units 33 through 68	Parcel Numbers 07-049-0001 through 07-049-0036
Phase 3	Units 69 through 96	Parcel Numbers 07-121-0001 through 07-121-0028
Phase 4	Units 97 through 132	Parcel Numbers 07-141-0001 through 07-141-0036
Phase 5	Units 133 through 180	Parcel Numbers 07-153-0001 through 07-153-0048

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