

After recording return to:
Curtis G. Kimble
KIMBLE LAW PLLC
2290 E 4500 S, Suite 230
Salt Lake City, UT 84117
(801) 878-9361

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Gary W. Ott
Recorder, Salt Lake County, UT
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**AMENDMENT TO
AMENDED AND RESTATED DECLARATION
OF
CONDOMINIUM
OF
THE CLUB CONDOMINIUM**

A. Certain real property in Salt Lake County, Utah, known as the Club Condominium was subjected to certain covenants, conditions, and restrictions pursuant to an Amended and Restated Declaration of Condominium of The Club Condominium recorded on September 2, 2015, as Entry Number 12125882, in the Recorder's Office for Salt Lake County, Utah (the "Declaration").

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

Units 201 through 212, 214 through 216, 301 through 312, 314 through 317, 401 through 412, and 414 through 417 THE CLUB CONDOMINIUMS, according to the official plat thereof recorded in the records of the Salt Lake County Recorder.

Parcel #'s: 16-06-183-001 through 047

C. This Amendment restricts the manner and number of rentals in the community.

D. Pursuant to Section 10.1 of the Declaration, the undersigned officer hereby certifies that the Owners holding at least 60% of the voting rights of The Club Condominium Owners Association (the "Association") have approved this amendment and that fifty-one percent of the Eligible Holders have approved this Amendment.

NOW THEREFORE, the Association hereby amends Section 3.2 of the Declaration to add the following entirely new subsections 3.2.4 through 3.2.10 (existing provisions to remain the same):

3.2.4. Rental Cap. No more than **thirty-five percent (35%)** of the total Units may be rented at any given time, including grandfathered Units (pursuant to Section 3.2.7), but excluding Units rented pursuant to an exemption under Sections 3.2.8 or 3.2.9 (the "Rental Cap").

3.2.5. Definition of Rental. “Rental,” “rented,” or “renting” means: (1) a Unit owned by an entity or trust, regardless of who occupies the Unit, unless the entity or trust was created for estate planning purposes for the estate of a current resident of the Unit or the parent, child, or sibling of the current resident of the Unit; or (2) a Unit not owned by an entity or trust, that is occupied by someone while no Owner, or Owner’s parent, child or sibling, occupies the Unit as his, her or their primary residence.

3.2.6. Application and Annual Notice Required.

3.2.6.1. Application Required. Prior to Renting a Unit, the Unit Owner shall apply to the Management Committee in writing and must receive approval. The Committee may require applications to be in a form approved by the Committee. The Owner shall include with the application any other information required by the Committee. The Committee shall review the application and make a determination of whether the rental will exceed the Rental Cap and the Association shall deny the application if it determines that the rental of the Unit will exceed the Rental Cap. The Association shall approve, but track, any valid grandfathered or exempt Units, if otherwise in compliance with the Governing Documents. A Unit ceases to be Rented for purposes of the application requirement in this subsection (thereby requiring the Owner to apply and receive approval in order to Rent again) if the Unit is occupied by the Owner at any time, or if the Unit is not occupied by any person for more than 60 days, unless the Unit is being actively marketed for rent or is being actively remodeled, in which case, the Management Committee may grant an extension beyond the initial 60 days, in its discretion. A waiting list shall be maintained by the Committee based on a first-come first-served basis. Only Owners submitting a complete application shall be placed on the waiting list, and only if they so request. Additional requirements regarding the waiting list may be promulgated by the Committee and it shall be administered as the Committee deems fit.

3.2.6.2. Annual Notice Required. Each Owner of an approved Rental (including grandfathered and exempt Units), shall submit to the Association on or before January 1 of each year a “notice of continued rental” stating that the Unit is currently Rented, together with the Owner’s name, address, Unit address, and phone number.

3.2.7. Grandfather Status. Notwithstanding the Rental Cap, An Owner who has a Rental in the Association at the time this Amendment is recorded and who submits to the Committee, within 60 days of recording of this Amendment, a written statement that the Owner is currently Renting the Unit together with the Owner’s name, address, Unit address, and phone number, shall be allowed to continue Renting such Unit until: (1) the Owner transfers or conveys the Unit (including, 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 shares, stock, membership interests, or partnership interests in a 12-month period), (2) the Owner occupies the Unit; or (3) 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, occupies the Unit. Grandfathered Units and Owners shall comply with all other provisions of this Section 3.2. Grandfathered Units and Owners shall be subject to the remedies authorized in this section for failure to comply with the restrictions herein.

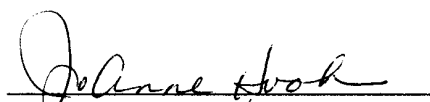
3.2.8. Required Exemptions. The following Owners and Units are exempt from the Rental Cap, but shall comply with every other provision contained in this Section 3.2, including the requirement to apply to the Association in 3.2.6 (which application shall be granted upon a determination by the Management Committee that the Owner or Unit qualifies as one of the following): (1) an Owner in the military for the period of the Owner's deployment; (2) an Owner whose employer has relocated the Owner for no less than two years; or (3) a Unit transferred to, or administered by, the heirs of a deceased Owner for a period of two years from the death of the Owner. The Management Committee may require an Owner to provide relevant proof from time to time that the Owner qualifies under an above exemption.

3.2.9. Discretionary Exemptions. Regardless of the Rental Cap, the Committee shall have the discretion to approve an Owner's application to temporarily Rent the Owner's Unit to avoid undue hardships or extreme practical difficulties as determined solely by the Committee on a case by case basis. A hardship exemption shall expire one year from issuance, at which point the Owner shall cease to Rent the Unit unless another hardship exemption has been granted in writing. The Association may not approve an application to rent or lease less than the Owner's entire Unit or to rent or lease the Unit for a period of less than twelve consecutive months.

3.2.10. Administration of Rental Restrictions. The Association may create, by rule or resolution, additional procedures to: (a) determine and track the number of rentals and Units in the Association which are grandfathered or exempt from the Rental Cap; and (b) enable or aid in the consistent administration and enforcement of the rental restrictions contained herein.

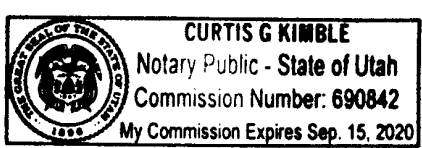
IN WITNESS WHEREOF, THE CLUB CONDOMINIUM OWNERS ASSOCIATION has executed this Amendment to the Declaration as of the 3rd day of May, 2017, in accordance with Section 10.1 of the Declaration.


THE CLUB CONDOMINIUM OWNERS ASSOCIATION


 By: JoAnne Hook
 Its: President

STATE OF UTAH)
)
 COUNTY OF Salt Lake)
)

Subscribed and sworn to before me on the 3rd day of May, 2017, by JoAnne Hook.




 Notary Public