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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
PROPERTY MANAGEMENT SYSTEMS
262 E 3900 S STE. 200
SLC UT 84107-1550
BY: KSR, DEPUTY - WI 7 P.

7-29
WHEN RECORDED RETURN TO:
PMSI
262 E. 3900 S.
Salt Lake City, UT 84107

**SECOND AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE
FARM HILL VILLAGE PLANNED CONDOMINIUM PROJECT**

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions of the Farm Hill Village Planned Condominium Project (hereinafter the "Declaration") is made and executed by the Board of Directors with the necessary approval of the members of the Farm Hill Village Owners Association, a Utah Nonprofit Corporation (hereinafter the "Association"). The contents of this Second Amendment to the Declaration shall take effect upon recording in the office of the County Recorder of Salt Lake County, Utah.

RECITALS

WHEREAS, the Amended Declaration of Covenants, Conditions and Restrictions of the Farm Hill Village Planned Condominium Project was recorded on May 15, 2007 as Entry No. 10100212, Book 9464 at Pages 1813-1850 in the offices of the Salt Lake County Recorder.

WHEREAS, Article XII, Section 12.8 of the Declaration provides that the Association may amend the Declaration with the affirmative vote of at least sixty seven percent (67%) of the Owners.

WHEREAS, Article XII, Section 12.10 of the Declaration provides that an Owner may lease his Unit on a nightly, weekly, monthly or yearly basis without the approval of the Board of Directors the Association.

WHEREAS, The Utah Condominium Act currently sets out the provisions under which rentals may be restricted; the contents of the statute are found at UCA 57-8-10(9).

NOW THEREFORE, the Association is making the following additions and amendments, which have been approved by the members of the Association as required by Article XII, Section 12.8 of the Declaration, so that the Declaration is in compliance with state condominium laws; so that the Association can prevent a disproportionate number of rentals.

AMENDMENT ONE

NOW THEREFORE, Article XII, Section 12.10 of the Declaration is hereby amended to read as follows:

12.10. Owner Occupancy Requirement and Rental and Lease Restrictions. In addition to all of the other requirements of this Declaration, owners, and units are subject to the restrictions and requirements specified in this Section.

(A) Owner Occupancy Requirement.

- (i) Owner Occupancy Requirement. Except as provided in Sections (B) and (C) of this Section, ninety percent (90%) of Units must be owner-occupied, meaning that a Unit may not be occupied by someone other than an owner or the immediate family member of the owner who meets the requirements of this section. As used in this Subsection, "immediate family members" means an owner's spouse, children, siblings, parents, grandparents or grandchildren.
- (ii) Multiple Owners. When a Unit is owned in whole or in part by a partnership, corporation, trust, or other entity, the entity shall designate by written notice to the Association one particular Owner or family who shall occupy the Unit. A different Owner or family may be so designated as the named occupant of a Unit by written notice to the Association.
- (iii) Application. Any Owner that intends to rent or lease a Unit shall submit a written application to the Board of Directors requesting permission to do so. Application approval will not be withheld unless the additional rental would cause the owner-occupied Units to be less than ninety percent (90%) of the total Units (or 26 of the 29 units).
- (iv) Rental and Lease Prohibition. A Unit may not be rented or leased if such rental would cause the total percentage of rental units to exceed ten percent (10%) of the Units. Rentals and Leases shall be subject to the provisions of Sections (B) and (C) of this Section.
- (v) Restrictions on Permitted Rentals and Leases. A Unit permitted to be rented or leased under Sections (B) or (C) of this Section and the owner of the Unit are subject to the following restrictions:
 - (a) Not less than the entire Unit may be rented or leased.
 - (b) A Unit may not be rented or leased for transient or hotel purposes.
 - (c) A Unit may not be rented or leased for a period of less than thirty (30) consecutive days.

(d) All copies of leases must be submitted to the Board of Directors at a minimum of one week prior to the tenant occupying the Unit.

(B) OWNER OCCUPANCY EXCEPTIONS. Sections (A)(i) and (iv) of this Article do not apply to:

- (i) Grandfather Exception. Section (A) above does not apply to an Owner who, as of the date of the recording of this amendment, is renting or leasing a Unit in compliance with Section (A)(v) above. The Owner may continue to rent or lease the Unit to the existing tenant or subsequent tenants. The right of an Owner to rent or lease a Unit under this section terminates when the Owner no longer has an interest in the Unit, or when the Owner occupies the Unit. The successor in interest to the Unit has no rights under this section and is subject to the restrictions of Section (A) above.
- (ii) Mortgagee Exception. A first mortgagee who acquires a unit by foreclosure, deed in lieu of foreclosure, or other arrangement in lieu of foreclosure. A successor to the first Mortgagee is subject to the requirements and restrictions of Section (A)(i) and (iv) of this Article.
- (iii) Military Exception. The Owner of a Unit who is deployed with the military. Military personnel are otherwise subject to the requirements and restrictions of Section (A)(i) and (iv) of this Article.
- (iv) Employment Relocation. An Owner who is relocated for employment for less than two years.
- (v) Trust or Entity for Estate Planning. If the trust or estate planning entity was created for (a) the estate of a current resident of the Unit; or (b) the parent, child, or sibling of the current resident of the Unit, the entity or trust will be allowed to continue renting until an officer, owner, member, trustee, beneficiary, director, or other 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.
- (vi) Religious Mission Exception. An Owner who temporarily vacates a Unit to participate or otherwise serve in a religious mission.

(C) HARDSHIP EXCEPTION.

- (i) To avoid undue hardships or practical difficulties such as the owner's death, job relocation, extended vacation, disability, difficulty in selling the unit due to market conditions in the area or other similar circumstances the Board of Directors deems appropriate, the Board of Directors has discretion to approve an application for a hardship exemption to permit the owner or other authorized person to temporarily rent or lease the owner's unit or to permit the unit to be occupied without the concurrent occupancy of the owner required under Section (A)(1) of this Article. The approval of an application may be

subject to such terms and conditions as the Board of Directors deems appropriate.

- (ii) When the hardship exception under this Section terminates, the requirements of Section (A)(i) and (iv) apply to the owner and the unit.
- (D) RENTAL AND LEASE AGREEMENT. Rental and lease agreements for a unit rented or leased under an exception specified or permitted under Section (C) of this Article must be in writing and comply with rules adopted under Section (G) of this Article.
- (i) Any Lease agreement must include a statement requiring tenants to abide by the Covenants, Conditions and Restrictions of Farm Hill Village, and all Farm Hill Village rules and regulations.
 - (ii) Copy of Signed Lease or Rental Agreement to be provided to Board of Directors. When a lease or rental agreement is approved, a copy of the lease or rental agreement, signed by the Renter and Owner, shall be submitted to the Board of Directors within seven (7) days after it has been signed by both parties.
 - (iii) Crime Free Addendum. Each lease or rental agreement shall include (and if omitted shall be considered to include) a Crime Free Addendum. Each renter, lessee, tenant or other non-owner occupant shall be considered, by virtue of his entering or taking possession of the property, to be bound by and subject to the provisions of the Crime Free Addendum. See Rules and Regulations.
- (E) REMEDIES FOR VIOLATION.
- (i) If an Owner fails to comply with Section (A)(i) or a condition imposed under Section (C) of this Article or rents or leases a Unit or unit in violation of Section (A)(iv) or (v) of this Article, the Board of Directors may:
 - (a) Assess fines against the owner and owner's Unit in an amount to be determined by the Board of Directors pursuant to a schedule of fines adopted by the Board of Directors in accordance with UCA 57-8-37.
 - (b) Regardless of whether any fines have been imposed, proceed with any other available legal remedies, including, without limitation, an action to require the owner to terminate the rental or lease agreement and remove the tenant.
 - (ii) Pursuant to rules adopted under this Article, if the Board of Directors determines that a tenant has violated a provision of this Declaration, the Bylaws, any amendments thereto, or rules and regulations adopted pursuant to the documents, after notice and an opportunity for a hearing as prescribed in the adopted resolution, the Board of Directors may require an owner to terminate a rental or lease agreement.

(F) COSTS AND ATTORNEY FEES.

- (i) Fines, charges, and expenses incurred in enforcing this Declaration, the Bylaws, and rules and regulations with respect to the tenant, and for any costs incurred by the Association in connection with any action under Section (E) of this Article, including reasonable attorney fees, are assessments against the Owner and Unit which may be collected and foreclosed by the Association as provided under UCA 57-8-37(6).
- (ii) In addition to the assessment under Subsection (1) of this Section, the Association is entitled to recover from an owner determined by the Board of Directors to be in violation of this Article its costs and attorney fees incurred for enforcement of this Article, 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 pursuant to UCA 57-8-20.

EXECUTED by the President of the Board of Directors for Farm Hill Village Owners Association below on the day and year first above written.

FARM HILL VILLAGE OWNERS ASSOCIATION

By: Harry G. Hicks
 Name: HARRY G. Hicks
 Title: PRESIDENT

STATE OF UTAH)
 :SS
 COUNTY OF SALT LAKE)

On the 20 day of June personally appeared before me Harry G. Hicks who being duly sworn did say that he is the signer of the within and foregoing instrument duly acknowledged to me that he/she executed the same.

Melodie M. Motock
 NOTARY PUBLIC



My Commission Expires:

EXHIBIT "A"
LEGAL DESCRIPTION
FARM HILL VILLAGE OWNERS ASSOCIATION

The land described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

Parcel # 22-17-235-001 through 22-17-235-030

BALLOT FOR PROPOSED AMENDMENTS TO THE BY-LAWS

ARTICLE V, SECTION 2

_____ I approve the proposed Article XII, Section 12.10 Amendment

_____ I do not approve the proposed Article XII, Section 12.10 Amendment

By signing below, I certify that I am the owner of the Unit I have addressed below at Farm Hill Village Condominium Project. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

Owner #2 (if jointly or co-owned)

Unit Address

Unit Address

Printed Name of Owner

Printed Name of Owner

Signature of Owner

Signature of Owner

DATE

DATE