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Gary W. Ott
Recorder, Salt Lake County, UT
VIAL FOTHERINGHAM LLP
BY: eCASH, DEPUTY - EF 4 P.

**THIRD AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF THE
EDINBURGH OF HOLLADAY CONDOMINIUM PROJECT**

This amendment is made and executed on the date set forth below and shall be effective upon recording.

RECITALS

A. Certain real property in Salt Lake County, known as Edinburgh of Holladay is subjected to certain covenants, conditions, and restrictions as contained in the Declaration of Condominium of the Edinburgh of Holladay Condominium Project, recorded in the Recorder's Office for Salt Lake County, Utah on May 23, 1986 as Entry No. 4250018, in Book 5770, at Pages 1162-1205 ("Declaration");

B. The Declaration was amended by the First Amendment to the Declaration of Covenants, Conditions and Restrictions at the Edinburgh of Holladay Condominium Project, recorded in the Recorder's Office for Salt Lake County on December 10, 1992, as Entry No. 5392310 ("First Amendment"); and amended again by the Second Amendment to the Declaration of Covenants, Conditions and Restrictions at the Edinburgh of Holladay Condominium Project, recorded in the Recorder's Office for Salt Lake County on May 7, 1993, as Entry No. 5498920 ("Second Amendment");

C. This Third Amendment shall be binding against the property described in "Exhibit A", the Declaration, the First Amendment, the Second Amendment, and any annexation or supplements thereto;

D. This Third Amendment is intended to: prevent higher mortgage and insurance rates; lower property values; prevent higher crime rates; prevent a higher rate of governing document violations, and assuage the inability to obtain a mortgage, all of which are associated with communities with a high level of investor owned Units;

E. The Association deems a rental restriction in the best interest of the owners, their health, safety, and welfare and also deems a rental restriction necessary to preserve the pool of prospective buyers by ensuring the qualification of the Project for financing, preserving the aesthetic appeal of the community, and ensuring competitive appreciation of Units.

F. The Association is unaware of any Eligible Mortgagees. Consequently, their approval under Article III, Section 41(b), (c) of the Declaration is not required.

F. Pursuant to Article III, Section 41 of the Declaration, owners representing 67% of the undivided ownership interest in the Common Area and Facilities have approved this Amendment;

NOW, THEREFORE, the Association by and through its Management Committee, hereby amends the Declaration as follows:

Article III, Section 49 of the Declaration is hereby added to the Declaration, to read as follows:

49. Leases. Notwithstanding anything to the contrary contained in the Declaration, the leasing or renting of any Unit within the Project shall be governed by this Section.

49.1. Owner Occupancy Requirement. Prior to renting or leasing any Unit, an Owner who purchases a Unit after the date of the recording of this amendment, shall occupy their Unit for at least eighteen (18) consecutive months before it can qualify as a permissible rental Unit. For purposes of this Section only, "occupy" shall mean that a Unit shall be owned by the same Owner(s) for a period of at least eighteen (18) consecutive months, whether physically occupied by said Owner(s) or not, prior to being made available for rental or lease. "Lease" or "rent" shall mean allowing another the right to occupy the Unit, regardless of whether an exchange of value is made.

49.2. Restrictions on Rentals and Leases. A Unit eligible to be rented under section 49.1 is subject to the following restrictions:

(a) No Unit may be rented if the rental or lease results in more than ten percent (10%) of the Units ("Rental-Lease Limit"), or five (5) units, being rented or leased at the same time (including Grandfathered Units).

(b) 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.

(c) A Unit may not be rented or leased without the consent of the Management Committee.

(d) A Unit may not be rented if the number and nature of the occupants violates Salt Lake County / Millcreek Township zoning laws and codes regarding single-family dwellings.

(e) The Management Committee may deny or revoke a Unit Owner's right to rent their Unit if the Owner is delinquent in paying Association assessments or fines at the time: (1) the Owner applies or re-applies to rent the Unit, or (2) the rental term expires, regardless of any renewal.

(f) Each Owner desiring to rent a unit must perform a background check on each prospective tenant to verify that the tenant is not a registered sex offender. Once such background check is performed, and prior to commencement of the rental period, the Owner must certify to the Management Committee in writing that each prospective tenant is not a convicted sex offender.

49.3. Owner Occupancy and Rental-Lease Limit Exceptions.

The Management Committee may grant reasonable exceptions to the rental restrictions in Section 49.2 above, pursuant to the Utah Condominium Ownership Act. Owners seeking to rent their Unit must provide credible evidence in writing to substantiate a request for any exception(s) to the rental restrictions under the Utah Condominium Ownership Act.

49.4. Multiple Unit Ownership. An Owner is not eligible to rent or lease more than one (1) Unit until the pending applications of: (1) All Owners who are not currently renting or leasing a Unit

have been approved; and (2) All Owners who are currently renting or leasing fewer Units than the applicant have been approved.

49.5 Security Deposit. An Owner of a Unit that is being leased must pay a \$500.00 security deposit to the Association. The deposit is refundable, in whole or in part, after deducting any: past due assessments, fines, and/or charges. The deposit must be delivered to the Association before the tenant can occupy the Unit being leased. The Association shall refund the deposit and/or make an accounting for the deposit within thirty (30) days of receiving written notice from the Owner that the lease has terminated. A security deposit shall be required for each new rental term.

49.6 Application and Approval. Prior to renting or leasing any Unit, an Owner shall apply to the Management Committee for approval. The Management Committee shall review the application and make a determination of whether the rental or lease will exceed the Rental-Lease Limit, violate the Occupancy Requirement, or violate any of the restrictions described in 49.2(a) or (b). The Management Committee shall:

(a) Approve the application if it determines that the rental or lease will not exceed the Rental-Lease Limit, violate the Occupancy Requirements, or violate the 49.2(a) or (b) restrictions.

(b) Deny the application if it determines that the rental or lease of the Unit will exceed the Rental-Lease Limit, the Owner has not complied with the Occupancy Requirements, or that the 49.2(a) or (b) restrictions will be violated.

Prior to a Tenant or Lessee occupying any rental Unit as described herein, the Unit Owner shall provide a copy of the Lease/Rental Agreement to the Management Committee.

49.7 Rules and Regulations regarding the Application and Approval to Rent or Lease a Unit.

The Management Committee shall adopt by resolution Rules and Regulations 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 49.

49.8 Remedies.

(a) If an Owner rents or leases a Unit in violation of this Section 49, or violates other Rules and Regulations imposed by the Management Committee, including leasing a Unit after the Management Committee denies such 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 Utah Code Ann. §57-8-37.
- 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.

(b) Pursuant to Rules adopted under this Section, if the Management Committee determines that a tenant has violated a provision of the Declaration, Bylaws, any amendments

thereto, or Rules and Regulations, after notice and an opportunity for a hearing as provided in Utah Code Ann. §57-8-37, the Management Committee may require an Owner to terminate a lease or rental agreement.

49.9 Costs and Attorney Fees.

(a) Fines, charges, and expenses incurred in enforcing the Declaration, the Bylaws and any Rules and Regulations with respect to the tenant, and for any costs incurred by the Association in connection with any action involving Section 49, including reasonable attorney fees, are assessments against the Owner and Unit which may be collected and foreclosed by the Association as provided in the Declaration and pursuant to Utah Code Ann. §57-8-20.

(b) In addition to Subsection (a) of this Section 49.9 above, the Association is entitled to recover from an Owner determined in violation of this Section 49 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 Declaration and pursuant to Utah Code Ann. §57-8-20.

49.10 Utah Landlord-Tenant Code Not Applicable. Nothing in this Section 49 may be construed to impose on the Association the duties, responsibilities, or liabilities of a landlord under Utah Code.

EXECUTED this 20 day of April, 2015.

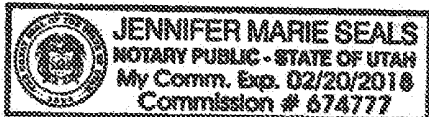
Edinburgh of Holladay

By: [Signature]

Title: Treasurer

STATE OF UTAH)
)SS:
COUNTY OF SALT LAKE)

On the 20th day of April, 2015 personally appeared before me Charles Singleton, who by me being duly sworn, did say that he/she is the President of Edinburgh of Holladay, and that the foregoing amendment was approved by at least 67% of the total votes of the Association.



[Signature]
Notary Public