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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
TANGLEWOOD HOA
EDWARD COX
4547 TANGLEWOOD DR
SLC UT 84117
BY: ZJM, DEPUTY - WI S P.

P -18

WHEN RECORDED, RETURN TO:

TANGLEWOOD HOME OWNERS ASSOCIATION, INC.
C/O J. EDWARDS COX, PRESIDENT
4547 TANGLEWOOD DR
SALT LAKE CITY, UTAH 84117

**FOURTH AMENDMENT TO THE
DECLARATION
ESTABLISHING A CONDOMINIUM PROJECT KNOWN AS:
TANGLEWOOD**

RECITALS

WHEREAS, the Declaration Establishing a Condominium Project Known as: Tanglewood was recorded on October 29, 1970 as Entry No. 2356149, Book 2912, beginning at Page 419 in the offices of the Salt Lake County Recorder (hereinafter the "Declaration").

WHEREAS, Article XI of the Declaration provides that the Association may amend the Declaration with the approval of at least sixty-six and two-thirds percent (66 2/3%) of the total votes of all unit owners cast in person or proxy at a duly called meeting.

WHEREAS, the Declaration was first amended by the Amendment to Declaration Establishing a Condominium Project Known as "Tanglewood", which was recorded on November 9, 1970 as Entry No. 2357609, Book 2914, beginning at Page 748 in the offices of the Salt Lake County Recorder.

WHEREAS, the Declaration was next amended by the Amendment to Declaration Establishing a Condominium Project Known as Tanglewood, which was recorded on September 10, 1974 as Entry No. 2649941, Book 3676, beginning at Page 114 in the offices of the Salt Lake County Recorder.

WHEREAS, the Declaration was next amended by the Amendment to Declaration Establishing a Condominium Project Known as Tanglewood, which was recorded on June 7, 1991 as Entry No. 5078331, Book 6324, beginning at Page 485 in the offices of the Salt Lake County Recorder.

NOW THEREFORE, this Fourth Amendment to the Declaration Establishing a Condominium Project Known As: "Tanglewood" ("Fourth Amendment") is made and executed by the Management Committee after having first received approval from at least 66 2/3% of the total votes of all unit owners cast in person or by proxy at a duly called meeting. This Fourth Amendment is intended to replace the existing provisions of Article VII of the Declaration (and any prior amendments thereto) entitled "Use of Homes".

Article VII is hereby amended to read as follows:

VII. OWNER OCCUPANCY REQUIREMENT AND RENTAL AND LEASE RESTRICTIONS

In addition to the other requirements of the Declaration and the By-Laws, owners and units are subject to the restrictions and requirements specified in this Article.

Section 1. OWNER OCCUPANCY REQUIREMENT.

- (a) **Owner Occupancy Requirement.** Except as provided in Sections 2 and 3 of this Article, all of the units must be occupied by an owner or the immediate family member of the owner who meets the requirements of this Article. As used in this Subsection, "immediate family members" means an owner's spouse, children, siblings, parents, grandparents or grandchildren.
- (b) **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 person or family who shall occupy the unit. A different person or family may be so designated as the named occupant of a unit by written notice to the Association
- (c) **Rental and Lease Prohibition.** Except as provided in Sections 2 and 3 of this Article, a unit may not be rented or leased.
- (d) **Restrictions on Permitted Rentals and Leases.** A unit is permitted to be rented or leased under Sections 2 or 3 of this Article and the owner of the unit is 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.

Section 2. **OWNER OCCUPANCY EXCEPTIONS.** Section 1(a) and (c) of this Article do not apply to:

- (a) **Grandfather Exception.** Section 1 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 1(d) 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 1 above.
- (b) **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 1(a) and (c) of this Article.
- (c) **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 1(a) and (c) of this Article.
- (d) **Employment Relocation.** An owner who is relocated for employment for less than two years.
- (e) **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.

Section 3. **HARDSHIP EXCEPTION.**

- (a) 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 Management Committee deems appropriate, the Management Committee 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 1(a) of this

Article. The approval of an application may be subject to such terms and conditions as the Management Committee deems appropriate.

- (b) When the hardship exception under this Section terminates, the requirements of Section 1(a) and (c) apply to the owner and the unit.

Section 4. **RENTAL AND LEASE AGREEMENT.** Rental and lease agreements for a unit rented or leased under an exception specified or permitted under Section 3 of this Article must be in writing and comply with rules adopted under Section 7 of this Article.

Section 5. **REMEDIES FOR VIOLATION.**

- (a) If an Owner fails to comply with Section 1(a) or a condition imposed under Section 3 of this Article or rents or leases a unit in violation of Section 1(c) or (d) of this Article, the Management Committee may:
 - (A) Assess fines against the owner and owner's unit in amounts to be determined by the Management Committee pursuant to a schedule of fines adopted by the Management Committee 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.
- (b) Pursuant to rules adopted under this Article, if the Management Committee determines that a tenant has violated a provision of the 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 Management Committee may require an owner to terminate a rental or lease agreement.

Section 6. **COSTS AND ATTORNEY FEES.**

- (a) Fines, charges, and expenses incurred in enforcing the 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 5 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).
- (b) In addition to the assessment under Subsection (a) of this Section, the Association is entitled to recover from an owner determined by the

Management Committee 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.

Section 7. **RENTAL AND LEASE REQUIREMENTS.** Rental and lease agreements shall comply with this section.

- (a) Rental and Lease Agreement Requirements. A rental or lease agreement must be in writing and provide:
 - (A) The agreement and tenants are subject in all respects to the provisions of the Declaration, the Bylaws and any amendments thereto, and all rules and regulations adopted at any time by the Association.
 - (B) The tenant must comply with all applicable requirements of the documents specified in this subsection.
 - (C) Failure by a tenant to comply with the terms of the documents specified in this subsection constitutes a default under the rental or lease agreement and that the Association has the remedies specified below, including, without limitation, the right of the Association to require the Owner to terminate the rental or lease agreement, to terminate the tenancy, and to evict the tenant.
- (b) Copies of Documents Required to be Provided to Tenants. The Owner shall provide the tenant with a copy of the Declaration, the Bylaws, including any relevant amendments to the documents, and all rules and regulations of the Association then in effect and shall take a receipt for delivery of the documents. If any document is amended, revised, changed, or supplemented by the Association, the Owner shall provide the tenant with a copy of the amendment, revision, change, or supplement within ten (10) calendar days of adoption by the Association or the Management Committee.
- (c) Information and Documents Required to be Furnished by the Association. On and after the recording date of this amendment, upon the commencement of the rental or lease period, the Owner shall provide the Association a Statement of Unit Occupancy Information, a copy of the receipt specified in this section and if requested, a copy of the rental or lease agreement. If the Owner fails to provide the receipt, the Association shall provide the documents to the tenant and

take a receipt therefore, and shall assess the Owner a reasonable charge for the cost incurred in providing the documents.

Section 8. **DEFINITIONS.** As used in this Article:

- (a) **“Owner”** includes an officer or employee of a corporation, a partner of a partnership, the members of a limited liability company, a trustee of a trust, a personal representative of an estate or an employee of a trust or estate, if the corporation, partnership, trust, or estate owns a unit.
- (b) **“Renting or Leasing of a Unit”** means the granting of a right to use or occupy a unit for a specific term or indefinite term (with rent stated on a periodic basis), in exchange for the payment of rent (money, property or other goods or services of value). “Renting or Leasing” of a unit does not mean:
 - (A) Joint ownership of a unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership; or
 - (B) An agreement between the owner and a roommate or occupant under which the owner and another person or persons share joint use of the unit.
- (c) **“Tenant”** means a person who is granted the right to use or occupy a unit as described in Subsection (b) of this Section.
- (d) **“To Rent or Lease a Unit”** means to grant a right to use or occupy a unit as described in Subsection (b) of this Section.

EXHIBIT A
Legal Description – Tanglewood Condominiums

Parcel No. 22044040020000 BLDG 1, TYPE A, #4532, TANGLEWOOD CONDM, 5.56% INT
Parcel No. 22044040030000 BLDG 1, TYPE A, #4534, TANGLEWOOD CONDM, 5.56% INT
Parcel No. 22044040040000 BLDG 2, TYPE B, #4538, TANGLEWOOD CONDM, 5.56% INT
Parcel No. 22044040050000 BLDG 2, TYPE B, #4540, TANGLEWOOD CONDM, 5.56% INT
Parcel No. 22044040060000 BLDG 3, TYPE B, #4542, TANGLEWOOD CONDM, 5.56% INT
Parcel No. 22044040070000 BLDG 3, TYPE B, #4544, TANGLEWOOD CONDM, 5.56% INT
Parcel No. 22044040080000 BLDG 4, TYPE A, #4550, TANGLEWOOD CONDM, 5.56% INT
Parcel No. 22044040090000 BLDG 4, TYPE A, #4552, TANGLEWOOD CONDM, 5.56% INT
Parcel No. 22044040100000 BLDG 5, TYPE B, #4547, TANGLEWOOD CONDM, 5.56% INT
Parcel No. 22044040110000 BLDG 5, TYPE B, #4549, TANGLEWOOD CONDM, 5.56% INT
Parcel No. 22044040120000 BLDG 6, TYPE B, #4543, TANGLEWOOD CONDM, 5.56% INT
Parcel No. 22044040130000 BLDG 6, TYPE B, #4545, TANGLEWOOD CONDM, 5.56% INT
Parcel No. 22044040140000 BLDG 7, TYPE B, #4537, TANGLEWOOD CONDM, 5.56% INT
Parcel No. 22044040150000 BLDG 7, TYPE B, #4539, TANGLEWOOD CONDM, 5.56% INT
Parcel No. 22044040160000 BLDG 8, TYPE B, #4533, TANGLEWOOD CONDM, 5.56% INT
Parcel No. 22044040170000 BLDG 8, TYPE B, #4535, TANGLEWOOD CONDM, 5.56% INT
Parcel No. 22044040180000 BLDG 9, TYPE C, #4527, TANGLEWOOD CONDM, 5.52% INT
Parcel No. 22044040190000 BLDG 9, TYPE C, #4529, TANGLEWOOD CONDM, 5.52% INT