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Gary W. Ott  
Recorder, Salt Lake County, UT  
VIAL FOTHERINGHAM LLP  
BY: eCASH, DEPUTY - EF 9 P.

When Recorded Return to:  
Vial Fotheringham LLP  
602 East 300 South  
Salt Lake City, UT 84102

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

**RECITALS**

- A. On October 29, 1970, the Tanglewood Condominium Project was made subject to the Declaration Establishing a Condominium Project Known as: Tanglewood, which was recorded as Entry No. 2356149 in the offices of the Salt Lake County Recorder (hereinafter the "Declaration").
- B. 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 in the offices of the Salt Lake County Recorder.
- C. 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 in the offices of the Salt Lake County Recorder.
- D. 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 in the offices of the Salt Lake County Recorder.
- E. Most recently, the Declaration was amended by the Fourth Amendment to the Declaration Establishing a Condominium Project Known As: Tanglewood, which was recorded on November 4, 2010 as Entry No. 11068494 in the offices of the Salt Lake County Recorder (hereinafter the "Fourth Amendment").
- F. The Tanglewood Condominium Association, Inc. ("Association") desiring to further amend the Declaration hereby adopts this Fifth Amendment to the Declaration Establishing a Condominium Project Known As: Tanglewood (hereinafter the "Fifth Amendment"), said amendment having been approved by at least sixty-six and two-thirds percent (66 2/3%) of the total votes of the Association as required by Article XI of the Declaration.

- G. This Fifth Amendment is intended to supersede and replace the previously recorded Fourth Amendment and any other provision of the Declaration in conflict herewith, and further amend the Declaration as so indicated below.
- H. This Amendment shall be binding against the Units identified on "Exhibit A" hereto.

### AMENDMENT ONE

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

- A. "Act" means the Utah Condominium Ownership Act codified beginning at Section 57-8-1, Utah Code Annotated, as the same may be amended from time to time. The Property is specifically made subject to future amendments to the Act and any interpretation, rights, and remedies available to any Owner or the Association shall be based upon and determined by this Declaration, the Act as it exists at the time of making the determination, and any other applicable documents such as the Bylaws, Articles, and similar documents.

### AMENDMENT TWO

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 Homes 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 Homes 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. Except as provided in Sections 2 and 3 of this Article, if a Home is owned by a partnership, corporation, trust, or other entity, the Home must be occupied by a principal, owner, trustee, member, and/or manager of the entity or his/her immediate family members.
- (b) **Rental and Lease Prohibition.** Except as provided in Sections 2 and 3 of this Article, a Home may not be rented or leased.

- (c) **Restrictions on Permitted Rentals and Leases.** All Homes permitted to be rented or leased under this Article are subject to the following restrictions:
  - (A) Not less than the entire Home may be rented or leased.
  - (B) A Home may not be rented or leased for transient or hotel purposes.
  - (C) A Home may not be rented or leased for a period of less than thirty (30) consecutive days.

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

- (a) **Grandfather Exception.** An Owner of a Home who was renting or leasing their Home on November 4, 2010 (when the Fourth Amendment was recorded) in compliance with Section 1(c) above, may continue to rent or lease the Home until the Owner no longer has an interest in the Home or until the Owner occupies the Home. The successor in interest to the Home has no rights under this Section and is subject to the restrictions of Section 1 above.
- (b) **Military Exception.** The Owner of a Home who is deployed with the military. Military personnel are otherwise subject to the requirements and restrictions of Sections 1(a) and (b) of this Article.
- (c) **Employment Relocation.** An Owner of a Home who is relocated for employment for less than two (2) years.

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 Home 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 Home or to permit the Home to be occupied without the concurrent occupancy of the Owner required under Section 1(a) of this Article. Any hardship application so approved by the Management Committee may be subject to such terms and conditions as the Management Committee deems appropriate; however, no hardship application may be granted for more than two (2) years and only two (2) hardship applications may be granted at any given time.

- (b) When the hardship exception under this Section terminates, the requirements of Sections 1(a) and (b) apply to the Owner and the Home.

Section 4. **RENTAL AND LEASE AGREEMENT.** Rental and lease agreements for a Home 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 the requirements of this Article, the Management Committee may:
  - (A) Levy fines against the Owner and Home in amounts to be determined by the Management Committee pursuant to a schedule of fines adopted by the Management Committee in accordance with the Act.
  - (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, or rules and regulations then in effect, after notice and an opportunity to be heard, 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 above, including reasonable attorney fees, are assessments against the Owner and Home which may be collected and foreclosed by the Association as provided under the Act.
- (b) In addition to the assessment under Subsection (a) of this Section 6, the Association is entitled to recover from an Owner determined by the Management Committee to be in violation of any provision within 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 Home as an assessment pursuant to the Act.

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 all rules and regulations adopted at any time by the Association.
  - (B) The tenant must comply with all applicable requirements of the governing documents specified in this subsection.
  - (C) Failure by a tenant to comply with the terms of the governing 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.
  - (D) An accompanying lease addendum adopted by the Association's Management Committee may be required to be part of any rental or lease agreement in the discretion of the Management Committee.
- (b) Copies of Documents Required to be Provided to Tenants. The Owner shall provide the tenant with a copy of the Declaration, the Bylaws, and all rules and regulations of the Association then in effect and shall take a receipt for delivery of these 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.
- (c) Information and Documents Required to be Furnished to the Association. Upon the commencement of the rental or lease period, the Owner shall provide the Association a statement of Home occupancy information with names and contact information for all adult tenants, a copy of the receipt specified in subsection (b) above, and if requested, a copy of the rental or lease agreement including the signed lease addendum provided by the Association. 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 Home.
- (b) **“Renting or Leasing of a Home”** means the granting of a right to use or occupy a Home 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 Home does not mean:
  - (A) Joint ownership of a Home 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 Home.
- (c) **“Tenant”** means a person who is granted the right to use or occupy a Home as described in Subsection (b) of this Section.
- (d) **“To Rent or Lease a Home”** means to grant a right to use or occupy a Home as described in Subsection (b) of this Section 8.

**AMENDMENT THREE**

Article X is hereby amended to read as follows:

The Registered Agent, as listed with the Utah State Department of Commerce, Division of Corporations and Commercial Code, shall be the person to receive service of process for the Association pursuant to Section 57-8-10(2)(d)(iii) of the Act, unless such time as the Management Committee duly appoints a new agent. The Management Committee may execute and record a Supplemental Declaration solely for the purpose of changing the Agent for Service of Process at any time and without satisfying any procedure otherwise required for a Supplemental Declaration.

**AMENDMENT FOUR**

Article XIV, Section 4.4 is hereby amended to read as follows:

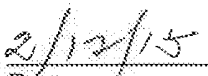
The Management Committee shall cause written or printed notice of the date, time, and place (and in the case of a special meeting, the purpose or purposes) for all meetings of the Owners. Such written or printed notice shall be delivered to each Owner of record entitled to vote at such meeting not more than twenty (20) nor less than ten (10) days prior to the meeting. Such notice may be emailed, hand-delivered, or mailed. If emailed, such notice shall be deemed delivered when sent to the Owner's email address registered with the Association. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Owner at the Owner's address registered with the Association, with first-class postage thereon prepaid. Each Owner shall register with the Association such member's current email address and mailing address for purposes of notice hereunder. Such registered email and mailing addresses may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, the Owner's Home shall be deemed to be the registered address and notice to the Home address may be made by first-class mail or by posting the meeting notice on the front door. An Owner may opt out of receiving notices from the Association via email by giving written notice to the Management Committee stating that the Owner will not accept notices by way of email.

**CERTIFICATION OF THE MANAGEMENT COMMITTEE**

I, the undersigned, do hereby certify:

1. That I am a duly elected member of the Management Committee of the Tanglewood Condominium Association, Inc. and am authorized to execute this amendment;
2. That the requirements for amending the Declaration Establishing a Condominium Project Known as: "Tanglewood" have been properly fulfilled in full compliance with Article XI; and
3. That the forgoing amendments constitute valid amendments to the Declaration Establishing a Condominium Project Known as: "Tanglewood", as duly adopted by the Association.

  
\_\_\_\_\_  
Authorized Management Committee Member

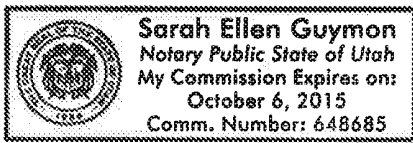
  
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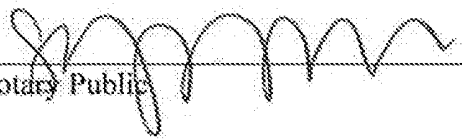
STATE OF UTAH

)  
SS.

COUNTY OF SALT LAKE )

On the 12<sup>th</sup> day of Feb, 2015 personally appeared before me Wilma H. Adkins, who by me being duly sworn, did say that to the best of his/her knowledge, he/she is a duly elected member of the Management Committee for the Tanglewood Condominium Association, Inc., who upon oath did swear that he/she is authorized to sign the foregoing Certification of Management Committee, and acknowledged to me that he/she signed the same of his own free act and deed.



  
Notary Public



**EXHIBIT A**

Parcel Numbers and Legal Description

Tanglewood Condominiums

18 Condominium Units

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. 22044040170000 BLDG 8, TYPE B, #4535, TANGLEWOOD CONDM, 5.56% INT

Parcel No. 22044040160000 BLDG 8, TYPE B, #4533, 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