

Proposed Leasing and Non-Owner Occupancy Restriction – Version 2/4/2011

When Recorded Return To:

John D. Morris
Jamie L. Nopper
MCKAY, BURTON & THURMAN
170 South Main Street, Suite 800
Salt Lake City, Utah 84101

11141760
02/28/2011 12:05 PM #46-00
Book - 9908 Pg - 1295-1301
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
MCKAY BURTON & THURMAN
170 MAIN ST STE 800
SLC UT 84101
BY: ELF, DEPUTY - MA 7 P.

7-24

**THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
PRESIDENTIAL VILLAS CONDOMINIUM**

This Amendment is made and executed this 22 day of February, 2011, by the Management Committee of the Presidential Villas Homeowners Association ("the Association").

Recitals

A. The DECLARATION OF CONDOMINIUM FOR PRESIDENTIAL VILLAS CONDOMINIUM was recorded on October 16, 2006 in the Salt Lake County Recorder's office as Entry No. 9877244, beginning at Book 9366, Page 1 ("the Declaration").

B. An AMENDMENT TO DECLARATION OF CONDOMINIUM FOR PRESIDENTIAL VILLAS CONDOMINIUM was recorded on July 14, 2009 in the Salt Lake County Recorder's office as Entry No. 10754000, beginning at Book 9745, Page 6982.

C. This document affects the real property located in Salt Lake County, Utah, described with particularity on Exhibit A, attached hereto and incorporated here by reference ("the Property").

D. The unit owners desire to restrict the leasing and non-owner occupancy of units.

E. As evidenced by this instrument, the Management Committee has obtained the affirmative written vote or consent of at least sixty-seven percent (67%) of the Total Votes of the Association cast in person or by proxy at a meeting duly called for such purpose or otherwise approved in writing by such Owners without a meeting, as required by Article III, paragraph 32(a) of the Declaration.

NOW, THEREFORE, pursuant to the foregoing, the Management Committee hereby makes and executes this amendment to the Declaration, which shall be effective as of its recording date.

1. Amendment. Article III, paragraph 9 of the Declaration is hereby deleted in its entirety and replaced with the following:

(9) Leasing and Non-Owner Occupancy. Notwithstanding anything to the contrary in this Declaration or in the Bylaws, any leasing and non-owner occupancy of a unit shall be governed by this section (9) and Rules and procedures adopted as allowed in this section.

Proposed Leasing and Non-Owner Occupancy Restriction – Version 2/4/2011

- a. For the purpose of this section:
- 1- “Non-Owner Occupied Unit” means:
 - (1) For a Unit owned in whole or in part by an individual or individuals, the Unit is occupied by someone when no individual Owner occupies the Unit as the individual Owner’s primary residence; or
 - (2) For a Unit owned entirely by one or more entities or trusts, the Unit is occupied by anyone.
 - 2- “Family Member” means
 - (1) the parent, sibling, or child of an Owner, or
 - (2) in the case of a Unit owned by a trust or other entity created for estate planning purposes, a person occupying the Unit if the trust or other estate planning entity that owns the Unit was created for the estate of (1) a current occupant of the Unit; or (2) the parent, child, or sibling of the current occupant of the Unit
- b. Except as provided in subsection (c), no Unit is permitted to be a Non-Owner Occupied Unit.
- c. The following Units may be Non-Owner Occupied Units:
1. Units that do not otherwise qualify for any exception under this subsection (c), but that were Non-Owner Occupied Units when this Section (9) was adopted. These Units may continue to be Non-Owner Occupied under this exception until: (1) an Owner, or 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; or (2) the ownership of the unit, as evidenced by the records at the county recorder, changes in any way. Upon either of these occurrences, the Unit’s qualification for this exception irrevocably terminates.
 2. a Unit owned by a person in the military for the period of the Owner’s deployment;
 3. a Unit occupied by a Family Member;
 4. a Unit whose Owner was relocated by the Owner’s employer for a period of not less than two years;
 5. a Unit owned by a resident who uses the Unit as a primary residence and due to health reasons will be living in an assisted living, rehabilitation, or other long-term healthcare facility for one year or more; and

Proposed Leasing and Non-Owner Occupancy Restriction – Version 2/4/2011

6. a Unit that is occupied by a “house sitter” for an Owner who occupies the Unit but is temporarily staying away from the Unit, but only under the following conditions: (1) no furniture or substantial personal items are moved in or out, (2) no rent or other remuneration is paid by the house sitter related to occupying the Unit, (3) the house sitter has a familial or previously existing personal or professional relationship with the Owner of more than two years prior to the occupancy, (4) the house sitter complies with all other requirements in the rules, declaration, and bylaws of the Association, (5) all utilities and services to the Unit, including phone, power, internet, and television; remain in the name of the Owner, (6) the Owner leaves all or substantially all of the Owner’s personal belongings in the Unit, (7) the physical mailing address of the Owner remains at the Unit, and (8) the Owner complies with other disclosure requirements, additional restrictions, and other conditions as may be provided for in the Rules.
- d. The Management Committee may adopt rules with further reporting and procedural requirements related to non-owner occupants other than those found in this Section 9, including requiring that informational forms to be filled out by owners and residents identifying non-owner occupants, vehicles, phone numbers, etc. The Management Committee shall implement rules and procedures to gather information and determine and track units qualifying under subsection (c) above and to ensure consistent administration and enforcement of these restrictions.
 - e. The Owners of all Units must comply with the following provisions:
 1. Any lease or agreement for otherwise allowable non-owner occupancy must be in writing, must be for an initial term of at least twelve (12) months, and shall provide as a term of the agreement that the Resident shall comply with the Declaration, the Bylaws, and the Rules, and that any failure to comply shall be a default under the lease or agreement. If a lease or agreement for non-owner occupancy (whether in writing or not) does not include these provisions, they shall nonetheless be deemed to be part of the lease or agreement and binding on the Owner and the Resident;
 2. If required in the Rules of the association or requested by the Management Committee, a copy of any lease or other agreement for non-owner occupancy shall be delivered to the Association within the time period provided for in the Rules or by the Management Committee;
 3. A non-owner occupant may not occupy any Unit for transient, short-term (less than twelve months), hotel, resort, vacation, or seasonal use (whether for pay or not);
 4. Daily and weekly occupation by non-owner occupants is prohibited

(whether for pay or not); and

5. The Owner(s) of a Unit shall be responsible for the Resident's or any guest's compliance with the Declaration, Bylaws, and Rules. In addition to any other remedy for noncompliance with this Declaration, the Association shall have the right to initiate a forcible entry and unlawful detainer action, or similar such action, with the purpose of removing the offending non-owner occupant. The Association, the Management Committee, and the Manager shall not have any liability for any action taken pursuant to this subparagraph and the Owner shall indemnify and pay the defense costs of the Association, the Management Committee, and the Manager arising from any claim related to any action taken in good faith by any of them pursuant to this subparagraph.

6. If a Family Member occupies a Unit, then notwithstanding anything to the contrary herein,

(1) subsections (e)(1), (e)(3) and (e)(4) of this section 9 shall not apply to that occupancy;

(2) no written agreement regarding occupancy needs to be created between a family member and the Owner; and

(3) any written agreement regarding occupancy may not be requested by the Management Committee until an occupant has violated a provision of the Declaration, Bylaws, or Rules and if requested, may be requested related to remedying or taking action as a result of such a violation.

2. **Conflicts.** All remaining provisions of the Declaration and any prior amendments not specifically amended in this Amendment shall remain in full force and effect. In the case of any conflict between the provisions of this document and the provisions of the Declaration or any prior amendments, the provisions of this document shall in all respects govern and control.
3. **Incorporation and Supplementation of Declaration.** This document is supplemental to the Declaration, which by reference is made a part hereof, and all the terms, definitions, covenants, conditions, restrictions, and provisions thereof, unless specifically modified herein, are to apply to this document and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

IN WITNESS THEREOF, the undersigned officer or delegate of the Association hereby certifies that the Management Committee has obtained the affirmative written vote or consent of at least sixty-seven percent (67%) of the Total Votes of the Association cast in person or by proxy at a meeting duly called for such purpose or otherwise approved in writing by such Owners without a meeting, as required by Article III, paragraph 32(a) of the Declaration..

Proposed Leasing and Non-Owner Occupancy Restriction – Version 2/4/2011

Presidential Villas Homeowners Association

Jane A. Rogers
(Signature)

Print Name Jane A. Rogers

Its President

State of Utah)

) ss.

County of Salt Lake)

The foregoing instrument was acknowledged before me this 23rd day of February, 2011, by Jane A. Rogers, who by me being duly sworn, did say that he or she is the President of the Presidential Villas Homeowners Association, and that this instrument was signed on behalf of said Association.

Antoinette Hard-Moore
Notary Public

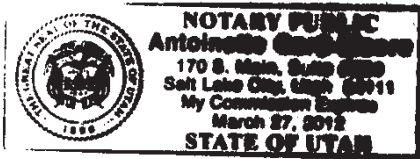


Exhibit A

BEGINNING AT A POINT WHICH LIES NORTH 448.28 FEET AND EAST 221.74 FEET FROM THE CENTER OF SECTION 11, SAID POINT LIES ON THE EASTERLY LINE OF DONNER WAY AND RUNNING THENCE NORTH 26°09'00" EAST 230.26 FEET ALONG SAID EASTERLY LINE TO A POINT ON A 3499.95 FOOT RADIUS CURVE TO THE RIGHT; RUNNING THENCE ALONG SAID CURVE (CENTER BEARS SOUTH 63°51'00" EAST) A DISTANCE OF 12.00 FEET; THENCE SOUTH 63°51'00" EAST 193.98 FEET TO THE WESTERLY LINE OF OAKHILLS CONDOMINIUMS AMENDED SUBDIVISION PLAT; THENCE SOUTH 26°09'00" WEST ALONG SAID PLAT 12.00 FEET; THENCE SOUTH 63°51'00" EAST 2.23 FEET; THENCE SOUTH 26°09'00" WEST 188.56 FEET; THENCE NORTH 75°51'00" WEST 200.61 FEET TO THE POINT OF BEGINNING.

CONTAINS 43,421 SF OR 0.997 ACRES.

Subdivision/Dedication Lot and Parcel Numbers

SALT LAKE COUNTY RECORDER

Lot and Parcel Numbers for PRESIDENTIAL VILLAS

Block / Building	Type	Lot / Quarter	Parcel Number	Obsolete?
	U	1100	16-11-267-001-0000	N
	U	1200	16-11-267-002-0000	N
	U	1300	16-11-267-003-0000	N
	U	1400	16-11-267-004-0000	N
	U	1500	16-11-267-005-0000	N
	U	1600	16-11-267-006-0000	N
	U	2100	16-11-267-007-0000	N
	U	2200	16-11-267-008-0000	N
	U	2300	16-11-267-009-0000	N
	U	2400	16-11-267-010-0000	N
	U	2500	16-11-267-011-0000	N
	U	2600	16-11-267-012-0000	N
	U	3100	16-11-267-013-0000	N
	U	3200	16-11-267-014-0000	N
	U	3300	16-11-267-015-0000	N
	U	3400	16-11-267-016-0000	N
	U	3500	16-11-267-017-0000	N
	U	3600	16-11-267-018-0000	N
	U	4100	16-11-267-019-0000	N
	U	4200	16-11-267-020-0000	N
	U	4300	16-11-267-021-0000	N
	U	4400	16-11-267-022-0000	N
	U	4500	16-11-267-023-0000	N
	U	4600	16-11-267-024-0000	N
	U	AREA	16-11-267-025-0000	N