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ADAM GARDINER
Recorder, Salt Lake County, UT
MILLER HARRISON LLC
BY: eCASH, DEPUTY - EF 10 P.

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
PARK PLAZA CONDOMINIUM OWNER'S ASSOCIATION**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions of Park Plaza Condominium Owner's Association (the "**First Amendment**") is entered into by the Park Plaza Condominium Owner's Association, a Utah non-profit corporation (the "**Association**").

RECITALS

A. The Declaration of Covenants, Conditions and Restrictions of Park Plaza Condominium Owner's Association was recorded on August 28, 1996 as Entry No. 6441423 in the office of the Salt Lake County Recorder (hereinafter the "**Declaration**").

B. This First Amendment affects the real property located in Salt Lake County, State of Utah, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated herein by reference.

C. The Association desires to amend the Declaration as set forth in this First Amendment to impose restrictions on the leasing of Units and to place a cap on the number of allowable leased Units within the Project.

D. Unless otherwise set forth herein, the capitalized terms shall have their same meanings and definitions as stated in the Declaration.

E. Pursuant to Section 16.2 of the Declaration, the undersigned hereby certifies that this First Amendment was approved by not less than two-thirds of the voting rights of the Unit Owners of the Association.

AMENDMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, the Association hereby executes this First Amendment, which shall be effective as of its recording date with the Salt Lake County Recorder's office.

- (1) **Amendment No. 1.** The following sentence shall be added to the end of Section 9.1:

The term "single family" as used herein shall mean no more than three (3) unrelated adults as defined by Salt Lake City zoning ordinances.

- (2) **Amendment No. 2.** Section 9.11 shall be added to the Declaration as follows:

9.11 Leasing and Non-Owner Occupancy of Units

Notwithstanding anything to the contrary in the Declaration or Bylaws, any leasing and Non-Owner Occupancy of a Unit shall be governed by this Section and any rules and procedures adopted as allowed in this Section.

9.11.1. **Definitions.** For the purpose of this Section:

- (a) "Non-Owner Occupied" means:

- (1) For a Unit owned in whole or in part by a natural individual or individuals, the Unit is occupied by someone, but no individual Owner or such Owner's Family Member 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 not occupied by any individual who (A) has voting rights under the entity's organizing documents; and (B) has twenty-five percent (25%) or greater share of the ownership, control, and right to profits and losses of the entity.

- (b) "Family Member" means:

- (1) The spouse, parent, sibling, child, grandparent, grandchild, aunt, uncle, or first cousin 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 (i) a current Occupant of the Unit, or (ii) the spouse, parent, sibling, child, grandparent, grandchild, aunt, uncle, or first cousin of the current Occupant of the Unit.

- (c) "Lease" means any agreement, whether written or not, providing for the Non-Owner Occupancy of a Unit.

9.11.2. **Non-Owner Occupied Units are Prohibited Unless Exempt.** Unless otherwise exempt as set forth 9.11.3, no Unit shall be Non-Owner Occupied. Non-Owner Occupancy shall be strictly prohibited. Units shall also not be used for transient, short-term (less than one year), hotel, resort, vacation, Airbnb, or seasonal use (whether for pay or not). The Board is authorized to adopt further rules related to occupancy of Units.

9.11.3. Exemptions. The following Units may be Non-Owner Occupied and are not subject to the prohibition and restriction set forth in Subsection 9.11.2:

- (a) A Non-Owner Occupied Unit at the time this First Amendment is recorded in the Salt Lake County Recorder's office shall be grandfathered and permitted to rent, lease, or allow a Non-Owner Occupant to reside in the Unit until: (i) the Unit Owner occupies the Unit, or (ii) the ownership of the Unit, as evidenced by the records at the County recorder, changes in any way. Upon a change of ownership, or occupation by an Owner, the Unit's qualification for this exception irrevocably terminates.
- (b) A Unit owned by a person in the military for the period of the Owner's deployment.
- (c) A Unit occupied by a Unit Owner's Family Member.
- (d) A Unit Owner whose employer has relocated the Unit Owner for no more than two (2) years in accordance with Utah Code § 57-8-10.1(2)(a)(iii) as amended.
- (e) A Unit owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for: (1) the estate of a current Occupant of the Unit; or (2) a Family Member of the current Occupant of the Unit.
- (f) The Board of Directors, at its option and in extenuating circumstances, has the authority to grant other exemptions to the cap set forth in Subsection 9.11.2. and to establish duration of such exemptions if it determines that: (1) the restriction of this Section 9.11 would create an unreasonable hardship or burden on an Owner, or (2) an emergency. Any such exemption shall be unenforceable and without effect unless reduced to writing and signed by every member of the then-existing Board. The Board may not be arbitrary or capricious in granting exemptions, however, the granting of an exemption to one Owner as permitted herein shall not be binding on the Board to grant exemptions to all other Owners who apply with similar but distinguishable circumstances.
- (g) The Board is authorized to adopt further rules related to Non-Owner Occupied Units and the Occupants of those Units. Such rules may include, but are not limited to: requiring copies of a Lease or other agreements for Non-Owner Occupancy to be delivered to the Association, requiring informational forms to be filled out by Owners and/or occupants identifying Non-Owner Occupants, vehicles, phone numbers, etc., or any other reasonable administrative provisions it deems appropriate to enforce the requirements of this Section.

9.11.4. Joint and Several Liability of Owner and Occupant. Each Unit Owner shall be responsible for the Non-Owner Occupant's or any guest's compliance with the

Declaration, Bylaws and Association rules and shall be jointly and severally liable for any violations thereof.

9.11.5. Remedies for Violation. If a Unit Owner fails to comply with this Article 9 or rents or leases a Unit in violation of this Section, the Board of Directors may:

- (a) Assess fines against the Owner and Owner's Unit pursuant to a schedule of fines adopted by the Board of Directors.
- (b) Regardless of whether any fines have been imposed, proceed with any other available legal remedies, including, without limitation, the right to initiate an action and obtain a forcible entry and unlawful detainer order from the court, or similar action, with the purpose of removing the offending Non-Owner Occupant. The Association, the Board, and its manager shall not have any liability for any action taken pursuant to this subsection and the Owner shall indemnify and pay the defense costs of the Association, the Board, and its manager arising from any claim related to any action taken in good faith by any of them pursuant to this subsection.
- (c) Pursuant to rules adopted under this Section, if the Board determines that a Non-Owner Occupant has violated a provision of the Declaration, the Bylaws, or rules and regulations, the Board may require an Owner to terminate a Lease agreement.

9.11.6. Costs and Attorney Fees. Fines, charges, and expenses incurred in enforcing the Declaration, the Bylaws, and rules and regulations with respect to a Non-Owner Occupant, and for any costs incurred by the Association in connection with any action under this Section, including reasonable attorney fees (regardless of whether any lawsuit or other action is commenced), are assessments against the Unit Owner which may be collected and foreclosed on by the Association.

9.11.7. Demanding Rental Payments from Tenant. Pursuant to Section 57-8-53 of the Utah Condominium Ownership Act, the Association shall have the right to demand and collect rent from any tenant in any Unit for which an Assessment is more than sixty (60) days late.

(3) Conflicts. All provisions of the Declaration not specifically amended in this First 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.

(4) 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the Association has executed this FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PARK PLAZA CONDOMINIUM OWNER'S ASSOCIATION as of the day and year written below.

DATED as of the 26th day of April, 2018.

**PARK PLAZA CONDOMINIUM
OWNER'S ASSOCIATION**
a Utah nonprofit corporation

By: Christopher S. Cutler

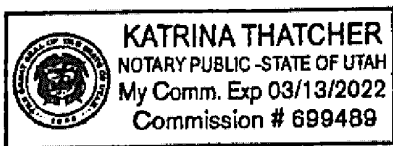
Name: Christopher Cutler

Its: 111 S. owner and board member

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 26 day of April, 2018, personally appeared before me Katrina Thatcher, who by me being duly sworn, did say that he/she is a duly elected member of the Board of Directors of the Park Plaza Condominium Owner's Association, who upon oath did swear that he/she is authorized to sign the foregoing document, and acknowledged to me that he/she signed the same of his/her own free act and deed.

Katrina Thatcher
Notary Public



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DATED as of the 26 day of April, 2018.

**PARK PLAZA CONDOMINIUM
OWNER'S ASSOCIATION**
a Utah nonprofit corporation

By: [Signature]

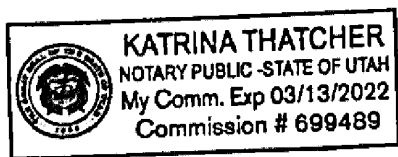
Name: Shahram Vakilian

Its: Owner, HOA Board

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

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[Signature]
Notary Public



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**PARK PLAZA CONDOMINIUM
OWNER'S ASSOCIATION**
a Utah nonprofit corporation

By: Allen Roberts

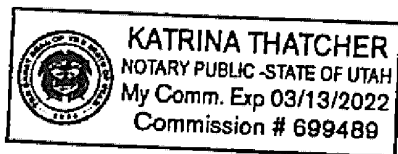
Name: Allen Roberts

Its: president, HOA, 1322 E owner

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

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Katrina Thatcher
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DATED as of the 26 day of April, 2018.

**PARK PLAZA CONDOMINIUM
OWNER'S ASSOCIATION**
a Utah nonprofit corporation

By: [Signature]

Name: Robert H. Jenkinsen

Its: Owner

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

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[Signature]
Notary Public

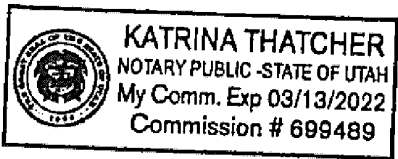


EXHIBIT A
Legal Description

All property located within **Park Plaza Condominiums**, according to the official plat thereof, on file in the office of the Salt Lake County Recorder.

Including the following parcels:

16052340010000	Unit 1
16052340020000	Unit 2
16052340030000	Unit 3
16052340040000	Unit 4
16052340050000	Unit 5
16052340060000	Common Area