

**FIRST AMENDMENT  
TO THE  
DECLARATION OF CONDOMINIUM  
FOR  
HIDDEN CREEK ON 13<sup>th</sup> CONDOMINIUMS**

This FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR HIDDEN CREEK ON 13<sup>th</sup> CONDOMINIUMS ("First Amendment") is effective when recorded with the Salt Lake County Recorder's Office by Hidden Creek on 13th Condominiums Owners Association, Inc. ("Association").

**RECITALS**

- A. The Declaration of Condominium for Hidden Creek on 13<sup>th</sup> Condominiums was recorded on October 28, 2019 as Entry No. 13109377 in the office of the Salt Lake County Recorder ("Declaration").
- B. This First Amendment affects the real property situated in Salt Lake County, Utah, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated in this First Amendment by reference (the "Project") and shall be binding on all parties having or acquiring any right, title, or interest to the Project or any part thereof.
- C. This First Amendment implements leasing guidelines and restrictions for Units in the Project which, in the determination of the Association, are in the best interests of the Owners and the Project as a whole.
- D. Pursuant to Section 15.1(b) of the Declaration, the undersigned hereby certifies that this First Amendment was approved by at least sixty-seven percent (67%) of the Allocated Interests of the Association.
- E. Unless specifically modified herein, all remaining provisions of the Declaration shall remain in full force and effect.
- F. In case of any conflict between the terms of this First Amendment and the terms of the Declaration, the provisions of this First Amendment shall control.
- G. Unless otherwise provided in this First Amendment, capitalized terms used herein shall have the same meaning and effect as used in the Declaration.

## **FIRST AMENDMENT**

NOW, THEREFORE, the Declaration is amended as follows:

**1. Section 9.12 (Leases) of the Declaration is hereby deleted in its entirety and shall be replaced with the following:**

9.12. Leases. Each Unit shall be occupied by at least one Owner of the Unit as his or her primary residence. Leasing of Units is prohibited, except as otherwise specifically provided in this Section 9.12. Notwithstanding anything to the contrary in the Declaration or Bylaws, all leasing and Non-Owner Occupancy of a Unit shall be governed by this Section 9.12 and any Rules and procedures adopted as allowed in this Section.

- 1) Definitions. For the purpose of this Section 9.12:
  - (a) "Non-Owner Occupied" means:
    - (i) 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 occupies the Unit as the individual Owner's primary residence; or
    - (ii) For a Unit owned entirely by one or more entities or trusts, the Unit is occupied by anyone.
- 2) Exemptions. The following Units may be Non-Owner Occupied:
  - (a) A Unit owned by a person in the military for the period of the Owner's deployment.
  - (b) A Unit occupied by the Owner's parent, child, or sibling.
  - (c) A Unit whose Owner is relocated by the Owner's employer for a period of two (2) years or less.
  - (d) A Unit owned by an entity that is occupied by an individual who has voting rights in the entity and who has a twenty-five percent (25%) or greater share of ownership in the entity.

- (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) the parent, child, spouse, or sibling of the current occupant of the Unit.
- (f) Units being leased before the time this First Amendment is recorded with the Salt Lake County Recorder shall be grandfathered and allowed to continue leasing until the earliest of the following occurs: (i) the Unit Owner (or an officer, director, trustee or beneficiary of the entity that owns the Unit) occupies the Unit; or (ii) the ownership of the Unit is transferred.
- (g) Thirty percent (30%) of Units (3 of the 10 Units). Owners wishing to lease their Units under this Subsection (g) shall submit an application to the Board for approval. The Board shall review the applications in chronological order based on the date of receipt of the application. If the application is denied because approval would result in exceeding the thirty percent (30%) leasing cap contained herein, the Owner shall be placed on a waiting list. Placement on the waiting list will be according to the date the application was received so that the Owner on the waiting list whose application was earliest received shall have first opportunity to lease his or her Unit when an opening becomes available (i.e., when Units leased under this Subsection (g) drop below thirty percent (30%)).
- (h) One (1) Unit as a hardship exemption, if three (3) Units are already being leased under Subsection (g). Such hardship exemption shall be determined in the sole discretion of the Board. The Board, in its sole discretion, shall also determine the time period during which an Owner may lease his or her Unit under this hardship exemption.

The Board may adopt additional procedures, as needed, necessary to implement consistent administration and enforcement of this Section 9.12(2).

- 3) Lease Terms. No Owner who is allowed to lease his or her Unit pursuant to Section 9.12(2) shall be permitted to lease his or her Unit for transient, hotel, or seasonal

purposes. Daily or weekly leases are prohibited. All leases shall be for an initial term of no less than twelve (12) months, unless otherwise approved by the Board.

- 4) Lease Application Form. Owners who wish to lease their Units shall complete the application form provided by the Association. Within ten (10) business days of receipt of the application, the Board shall approve or deny the application and shall notify the Owner of the result. Approval or denial shall be communicated to the Owner via email or other manner as the Board may determine. Owners have two (2) months to begin leasing their Unit after the Board provides approval. If a Unit is not leased within those initial two (2) months, the Board may rescind the approval and require the Owner to re-apply for approval. If applicable, that Owner will be placed on the wait list as of the date the new application is received. The two (2) month requirement only applies to the initial leasing of the Unit.
- 5) Ability to Continue Leasing. Provided this Section 9.12 is complied with, Owners who are approved to lease their Units may continue leasing until the earlier of the following occurs: (i) the Unit Owner (or an officer, director, trustee or beneficiary of the entity that owns the Unit) occupies the Unit, or (ii) the ownership of the Unit is transferred. In other words, Owners need not re-apply for approval between tenants or at lease renewals for current tenants (even if more than two (2) months elapses between tenants). Notwithstanding the foregoing, Owners who are leasing their Units under Subsection 9.12(2)(a) (military deployment) and Subsection 9.12(2)(c) (employment relocation) may only lease their Units during the time of military deployment or employment relocation and must re-apply after such time. Any Owner who is leasing his or her Unit under Subsection 9.12(2)(h) (hardship exemption) may only lease such Unit during the time period set by the Board, and must re-apply after such time period.
- 6) Lease Agreement. All lease agreements shall be in writing and no Unit shall be leased until the Association has received a copy of the lease agreement. Grandfathered Units shall have forty-five (45) days from

the recordation of this First Amendment to provide the Association with lease agreements for existing tenants.

- 7) Multiple Unit Ownership. Excepting any grandfathered Units, an Owner who owns more than one Unit may not lease more than one Unit unless no other Owners are currently on the waiting list, or if there are, those Owners on the waiting list are currently leasing more Units than the applicant.
- 8) Joint and Several Liability of Owner and Non-Owner Occupants. The Owner of a Unit shall be responsible for the Non-Owner Occupant's or any guest's compliance with the Declaration, Bylaws and Rules and the Owner and Occupant shall be jointly and severally liable for any fines for violations thereof.
- 9) Remedies for Violation. If an Owner fails to comply with this Section 9.12 or leases a Unit in violation of this Section 9.12, the Board may:
  - (a) Assess fines against the Owner and Owner's Unit pursuant to a schedule of fines adopted by the Board. Unless otherwise determined by the Board, the fine shall be \$300 and may be assessed monthly.
  - (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 lease agreement and remove the tenant.
  - (c) If the Board determines that a Non-Owner Occupant has violated a provision of the Declaration, the Bylaws, or Rules, the Board may require an Owner to terminate a lease agreement with that Non-Owner Occupant.
  - (d) In addition to any other remedy for non-compliance, after reasonable notice, the Association shall have 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 the property manager, if any, 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 the property manager arising from any claim related to any action taken in good faith by any of them pursuant to this subsection.

- 10) 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 9.12, including reasonable attorney fees (regardless of whether any lawsuit or other action is commenced), are Individual Assessments against the Owner and Unit which may be collected and foreclosed on by the Association.

IN WITNESS WHEREOF, the Association has caused this First Amendment to be executed by its President who certifies that this First Amendment was duly approved by at least sixty-seven percent (67%) of the Allocated Interests of the Association.

DATED as of the 29 day of April, 2022.

**Hidden Creek on 13th Condominiums Owners Association, Inc.**

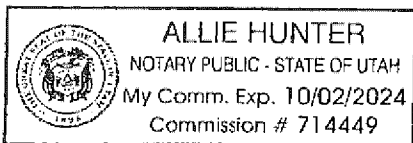
A Utah Nonprofit Corporation

Jamie Fidler  
By: Jamie Fidler

Its: President

State of Utah )  
County of Salt Lake ) ss.

On the 29 day of April, 2022, personally appeared before me Jamie Fidler who by me being duly sworn, did say that she/he is the President of Hidden Creek on 13th Condominiums Owners Association, Inc. and that the foregoing instrument is signed and executed by authority of the consent of its members.





Notary Public *Al*

## **EXHIBIT A**

### **Legal Description and Parcel Numbers**

All of Hidden Creek on 13<sup>th</sup> Condominiums Plat as recorded in the Office of the Salt Lake County Recorder, including Common Area and Units 1-10.

**Parcel Numbers: 16-32-234-001-0000 through 16-32-234-012-0000**