

AMENDMENT TO SECTION 34 OF THE DECLARATION OF
OLYMPUS VIEW CONDOMINIUM ASSOCIATION

The following amendment to Section 34 of the Declaration of the Olympus View Condominium Association has been approved by the affirmative vote of 2/3 of the undivided interest in the Common Areas and Facilities. The amendment pertains to the following described real property in Salt Lake County, Utah:

Beginning at a point 1298.06 feet South from the Northeast corner of the Southwest Quarter of Section 34, Township 1 South, Range 1 East, Salt Lake Base & Meridian, and running thence South 89°35' West 292.74 feet; thence South 0°4'15" West 146.85 feet; thence North 89°35' East 134.74 feet; thence North 0°4'15" East 73.35 feet; thence North 89°35' East 158.00 feet; thence North 0°4'15" East 73.50 feet to the point of beginning.

Declaration, Section 34, is amended to read as follows:

34. Units to be Owner Occupied. All Units shall be owner-occupied and the rental or leasing of Units is prohibited except as provided in this Section 34. The term "owner-occupied" means occupied by the vested Unit Owners and their immediate family or roommates. No Unit shall be leased or rented without the written approval of the Management Committee. The Management Committee in its sole discretion shall be empowered to allow reasonable rental or leasing of Units upon written application to avoid undue hardship to an Owner for a period of up to one year. Examples of circumstances which would constitute undue hardship are:

(1) An Owner places a Unit on the market at a reasonable price no greater than the current appraised market value and cannot sell the Unit within ninety (90) days;

(2) A Unit is to be rented to a member of the Owner's immediate family which shall be deemed to encompass children, grandchildren, grandparents, brothers, sisters, parents, and spouses;

(3) An Owner is temporarily relocated and intends to return to reside in the Unit;

(4) An Owner demonstrates to the Management Committee that inability to lease or rent the Unit would result in undue hardship.

(a) Any Owner who wishes to lease or rent a Unit shall submit a written application to the Management Committee setting forth the reasons for the request. A copy of the proposed lease or rental agreement shall be submitted to the Management Committee.

(b) Any lease or rental agreement shall be required to provide

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that the terms of the agreement shall be subject in all respects to the provisions of the Declaration and the By-Laws, and that any failure by a lessee/renter to comply with the terms of such Declaration and By-Laws shall be a default under the agreement. All agreements shall be required to be in writing.

(c) No Unit Owner may lease less than the entire Unit.

(d) No lease or rental agreement shall be for a term greater than one year. An application may be made to the Management Committee for renewal for successive one year terms.

DATED this 19th day of August 2009.

STATE OF UTAH)
) : ss.
County of Salt Lake)

GLEN CLARK, Secretary of the Olympus View Condominium Association, attests that the foregoing Amendment to the Declaration and By-Laws of the Olympus View Condominium Association was approved by the signature of 2/3 of the Unit Owners and recorded in the minutes of the Association.


GLEN CLARK

Subscribed and sworn to before me this 19th day of August 2009.




Notary Public