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RECORDER, SALT LAKE COUNTY, UTAH
JAMES R. BLAKESLEY
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SLC UT 84109
BY: DDK, DEPUTY - MA 12 P.

12/82

WHEN RECORDED RETURN TO:
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**AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR MONTE CRISTO CONDOMINIUM**

This Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Monte Cristo Condominium is made and executed by the Monte Cristo Homeowners Association, of 6332 S. Seville Road, Salt Lake City, UT 84121 (the "Association").

RECITALS

A. The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Monte Cristo Condominium was recorded in the office of the County Recorder of Salt Lake County, Utah on March 6, 1997 as Entry No. 6587122 of the official records (the "Declaration").

B. The Association is the managing agent of the owners of the real property located in Salt Lake County, Utah, described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference (the "Property").

C. The Property is subject to the Declaration.

D. The Association desires to amend the Declaration to add rental restrictions.

E. All of the voting requirements to amend the Declaration have been satisfied.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Property and the owners thereof, the Association hereby executes this Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Monte Cristo Condominium.

1. Article XXII of the Declaration is hereby amended to add the following new provisions:

1. Rentals. At least ninety percent (90%) of the Units at Monte Cristo Condominium (the "Project") shall be owner-occupied. The Management Committee may but is not obligated to allow up to ten percent (10%) of the Units to be rented or occupied by non-owner occupants (collectively "Renters") at any time. This restriction on rentals will allow the Association to:

1.1 Protect the equity of the individual property owners at the Project; and

1.2 Carry out the purpose for which the Project was formed by preserving the character of the Project as a homogeneous residential community of predominantly owner-occupied Units and by preventing the Project from assuming the character of an apartment, renter-occupied complex; and

1.3 Comply with the eligibility, requirements for financing in the primary and secondary mortgage market insofar as such criteria provide that the Project be substantially owner-occupied.

2. Grandfather Clause. Anything to the contrary notwithstanding, the rental restriction percentages set forth in Section 1 above shall not apply to the Units set forth on Schedule One attached hereto and incorporated herein by this reference which are currently being rented (the "Grandfathered Units")

2.1 The Grandfathered Units may continue to be leased or rented without restriction for so long as record title to said Units remains vested in the name of the respective Owner(s) thereof (the "Grandfathered Owner(s)").

2.2 The term "Grandfathered Owner" shall include a succeeding "Trust" or other cPersonc (i.e., natural person, corporation, partnership, limited liability company, trust or other legal entity) (the "Qualified Successor Owner(s)") in which the Grandfathered Owner or such Owner's spouse, son, daughter, father or mother holds a beneficial interest in such Qualified Successor Owner of at least fifty percent (50%).

2.3 Upon the conveyance of the Grandfathered Unit by the Grandfathered Owner or Qualified Successor Owner, the said Unit shall immediately become subject to the restrictions set forth above.

3. Definition of Owner-Occupied. The term "owner-occupied" shall mean a Unit occupied by one of the following:

3.1 The owner of record, as shown in the Office of the County Recorder of Salt Lake County, Utah; or

3.2 The spouse, children or parents of the owner of record; or

3.3 The shareholder, partner, member, trustor, beneficiary or other legal representative of an institutional owner (provided, such person holds a beneficial interest in such legal entity of at least 50.01%) and/or his spouse, children or parents.

4. Application to Rent Unit. Any Owner who intends to rent his or her Unit shall submit a written application to the Management Committee requesting permission to do so, which consent shall not be unreasonably withheld, conditioned or delayed so long as at least ninety percent (90%) of the Units in the Project are owner-occupied and the Owner complies with this section and the Rental Rules and Regulations.

5. Permission of Management Committee. No Unit may be rented without the prior express written consent of the Management Committee. Written notice of an Owner's intent to rent his or her unit shall be given to the Management Committee prior to the commencement of the rental agreement and delivery of possession of the unit to the renter together with the name and contact information for the prospective renter so that the Management Committee may, at its election, interview and approve the prospective renters. The approval shall not be unreasonably withheld, conditioned or delayed. Title VIII of the Civil Rights Act of 1968 and Utah law (collectively "Fair Housing Act"), as amended, prohibit discrimination in the rental of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability), or source of income. Any Owner who rents his or her unit without providing reasonable notice to the Management Committee and a reasonable opportunity to interview the prospective renters shall be considered in violation of this Declaration and subject to fines, penalties or sanctions, and the Association may require the eviction of the unauthorized occupants forthwith.

6. Leases and Rental Agreements. Any agreement for the leasing, rental, or occupancy of a Unit (collectively "lease") shall be in writing and a copy thereof shall be delivered to the Management Committee upon request. By virtue of taking possession of a Unit, each renter, tenant or lessee (collectively

"renter") agrees to be subject to and abide by the Declaration, Bylaws, and Rules and Regulations governing Monte Cristo Condominium, and that any material violation of the governing documents, including by way of illustration but not limitation the creation or maintenance of a nuisance, shall be considered a material default under the lease. No Owner may lease his Unit for short term purposes; that is, for an initial term of less than six (6) months. Daily or weekly rentals are prohibited. No Owner may lease individual rooms to separate persons or less than his entire Unit without the express written consent of the Management Committee.

7. Rules and Regulations. All rentals shall be subject to the Rental Rules and Regulations adopted by the Management Committee, which are subject to change.

8. Hardship Exception. Anything to the contrary notwithstanding:

8.1 The Management Committee in its sole discretion may but is not required to allow the additional rental of Units in order to avoid undue hardship on an Owner. By way of illustration and not by limitation, examples of circumstances which would constitute undue hardship are those in which:

8.1.1 An Owner must relocate his residence and cannot, within ninety (90) days from the date the Unit was placed on the market, sell the Unit while offering it for sale at a reasonable price no greater than its current appraised market value;

8.1.2 The Owner dies and the Unit is being administered by his estate;

8.1.3 The Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit;

8.1.4 The Owner in the military for the period of the lot owner's deployment;

8.1.5 The Unit is occupied by the Owner's parent, child, or sibling;

8.1.6 The Owner's employer has relocated the Owner for no less than two (2) years;

8.1.7 The Unit is owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for: (a) the estate of a current resident of the Unit; or (b) the parent, child, or sibling of the current resident of the Unit; or

8.1.8 The Owner or Unit have been determined by the Management Committee to constitute a hardship;

8.2 Application for Hardship Exception. Any Owner who believes that he or she must rent his or her Unit to avoid undue hardship shall submit a written application to the Management Committee setting forth the circumstances necessitating the rental of the Unit, a copy of the proposed rental agreement, and such other information as the Management Committee may need or reasonably require.

8.3 Approval of Hardship Application. Those Owners who have demonstrated that the inability to rent their Unit would result in undue hardship and have obtained the requisite approval of the Management Committee may rent their Units for such duration as the Management Committee reasonably determines is necessary to prevent undue hardship.

9. Collection of Rents. If the Owner of a Unit who is renting the Unit fails to pay any assessment for a period of more than sixty (60) days after it is due and payable, then the Management Committee may demand the renter to pay to the Association all future rental payments due the Owner until the Owner's account is current.

10. Fines, Penalties and Sanctions. For violations of the rental restrictions the Association may:

- ◆ Suspend voting rights.
- ◆ Suspend privilege to use of recreation facilities.
- ◆ Assess fines.
- ◆ Immobilize, tow or impound motor vehicles.
- ◆ Call animal control and remove pets
- ◆ Evict renters
- ◆ Injunctive Relief
- ◆ Damages
- ◆ Recover attorneys fees and costs

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- ◆ Damages
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Unless otherwise determined by the Management Committee fines for violations of the rules and regulations shall be administered as follows:

- | | |
|---------------------------------|----------|
| ◆ First Offense | \$100.00 |
| ◆ Second Offense | \$200.00 |
| ◆ Third and Additional Offenses | \$300.00 |

2. In the event of any conflict, incongruity or inconsistency between the provisions of the Declaration and this Amendment, the latter shall in all respects govern and control.

3. The effective date of this Amendment is the date it is recorded in the office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, the Association has executed this instrument the 25 day of March, 2011.

MONTE CRISTO HOMEOWNERS ASSOCIATION

By: Annette Hibbard
 Name: Annette Hibbard
 Title: President

ACKNOWLEDGMENT

STATE OF UTAH)
)ss:
 COUNTY OF SALT LAKE)

On the 25 day of March, 2011, personally appeared before me ANNETTE HIBBARD, who by me being duly sworn, did say that she is the President of the MONTE CRISTO HOMEOWNERS ASSOCIATION, and that the within and foregoing instrument was signed in behalf of said Association by authority of its Amended and Restated Declaration of Covenants, Conditions and Restrictions for Monte Cristo Condominium and a resolution of its Board of Directors, and said ANNETTE HIBBARD duly acknowledged to me that said Association executed the same.

Linda R. Anderson
 NOTARY PUBLIC

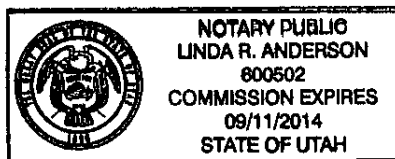


EXHIBIT "A"

LEGAL DESCRIPTION

The Property described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:


Lot and Parcel Numbers for MONTE CRISTO PH 1 CONDO

Block / Building	Type	Lot / Quarter	Parcel Number	Obsolete?
	U	AREA	22-21-231-001-0000	N
A	U	1	22-21-231-002-0000	N
A	U	2	22-21-231-003-0000	N
A	U	3	22-21-231-004-0000	N
A	U	4	22-21-231-005-0000	N
A	U	5	22-21-231-006-0000	N
A	U	6	22-21-231-007-0000	N
A	U	7	22-21-231-008-0000	N
B	U	8	22-21-231-009-0000	N
B	U	9	22-21-231-010-0000	N
B	U	10	22-21-231-011-0000	N
B	U	11	22-21-231-012-0000	N
B	U	12	22-21-231-013-0000	N
B	U	13	22-21-231-014-0000	N
F	U	14	22-21-231-015-0000	N
F	U	15	22-21-231-016-0000	N
F	U	16	22-21-231-017-0000	N
F	U	17	22-21-231-018-0000	N
G	U	18	22-21-231-019-0000	N
G	U	19	22-21-231-020-0000	N
G	U	20	22-21-231-021-0000	N
G	U	21	22-21-231-022-0000	N

**Lot and Parcel Numbers for MONTE CRISTO PH 3 CONDO**

Block / Building	Type	Lot / Quarter	Parcel Number	Obsolete?
	U	AREA	22-21-231-001-0000	N
C	U	22	22-21-229-002-0000	N
C	U	23	22-21-229-003-0000	N
C	U	24	22-21-229-004-0000	N
C	U	25	22-21-229-005-0000	N
C	U	26	22-21-229-006-0000	N
C	U	27	22-21-229-007-0000	N
D	U	28	22-21-229-008-0000	N
D	U	29	22-21-229-009-0000	N
D	U	30	22-21-229-010-0000	N
D	U	31	22-21-229-011-0000	N
D	U	32	22-21-229-012-0000	N
D	U	33	22-21-229-013-0000	N


Lot and Parcel Numbers for MONTE CRISTO PH 2 CONDO

Block / Building	Type	Lot / Quarter	Parcel Number	Obsolete?
	U	AREA	22-21-231-001-0000	N
H	U	34	22-21-230-002-0000	N
H	U	35	22-21-230-003-0000	N
H	U	36	22-21-230-004-0000	N
H	U	37	22-21-230-005-0000	N
I	U	38	22-21-230-006-0000	N
I	U	39	22-21-230-007-0000	N
I	U	40	22-21-230-008-0000	N
I	U	41	22-21-230-009-0000	N
L	U	58	22-21-230-020-0000	N
L	U	59	22-21-230-021-0000	N
L	U	60	22-21-230-022-0000	N
L	U	61	22-21-230-023-0000	N
L	U	62	22-21-230-024-0000	N
L	U	63	22-21-230-025-0000	N
L	U	64	22-21-230-026-0000	N
L	U	65	22-21-230-027-0000	N
M	U	48	22-21-230-010-0000	N
M	U	49	22-21-230-011-0000	N
M	U	50	22-21-230-012-0000	N
M	U	51	22-21-230-013-0000	N
M	U	52	22-21-230-014-0000	N
M	U	53	22-21-230-015-0000	N
M	U	54	22-21-230-016-0000	N
M	U	55	22-21-230-017-0000	N
M	U	56	22-21-230-018-0000	N
M	U	57	22-21-230-019-0000	N

SALT LAKE COUNTY RECORDER**Lot and Parcel Numbers for MONTE CRISTO PH 4 CONDO**

Block / Building	Type	Lot / Quarter	Parcel Number	Obsolete?
	U	AREA	22-21-231-001-0000	N
J	U	66	22-21-228-008-0000	N
J	U	67	22-21-228-009-0000	N
J	U	68	22-21-228-010-0000	N
J	U	69	22-21-228-011-0000	N
J	U	70	22-21-228-012-0000	N
J	U	71	22-21-228-013-0000	N
J	U	72	22-21-228-014-0000	N
J	U	73	22-21-228-015-0000	N
J	U	74	22-21-228-016-0000	N
K	U	42	22-21-228-002-0000	N
K	U	43	22-21-228-003-0000	N
K	U	44	22-21-228-004-0000	N
K	U	45	22-21-228-005-0000	N
K	U	46	22-21-228-006-0000	N
K	U	47	22-21-228-007-0000	N

March 1, 2011

SCHEDULE ONE
GRANDFATHERED RENTAL UNITS

<u>UNIT NO:</u>	<u>OWNER'S NAME</u>	<u>STREET ADDRESS</u>
A-7	Etoile Properties	6277 Granada Drive
D-30	Jan Quigley	6294 Madrid Street
H-37	Peggy Pessetto	6327 Fiesta Way
I-40	Hiller/Burnham	6324 Fiesta Way
J-74	Jan Quigley	1889 Casino Way
M-56	James Barnard	1868 Monterey Drive
M-54	Scott Bartell	1872 Monterey Drive
M-50	Jack Kelliher	1880 Monterey Drive
L-60	Debbie Walker	1869 Monterey Drive
L-61	Jacobs Trust	1871 Monterey Drive
L-64	Jeffrey Jones	1877 Monterey Drive