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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
RICHARDS KIMBLE & WINN
2040 E MURRAY-HOLLADAY RD#106
SLC UT 84117
BY: ZJM DEPUTY - WI 4 P.

After recording mail to:
RICHARDS, KIMBLE & WINN, PC
c/o Curtis G. Kimble
2040 Murray Holladay Rd, Suite 106
Salt Lake City, UT 84117

**AMENDMENT TO THE CONDOMINIUM DECLARATION
FOR
MURRAY OAKS CONDOMINIUMS**

4-63

A. Certain real property in Salt Lake County, Utah, known as Murray Oaks Condominiums was subjected to certain covenants, conditions, and restrictions pursuant to a Declaration recorded on February 12, 1996, as Entry Number 6278379, in the Recorder's Office for Salt Lake County, Utah.

B. This Amendment shall be binding against all of the property described in the Declaration and any amendment, annexation or supplement thereto.

C. To avoid the communal ills, including, among other things, rules violations, abuse and destruction of community and private property, increases in insurance premiums, and the diminished safety of the Owners, all as often associated with high levels of tenancy, the Association deems restricting and regulating the manner of renting and number of rentals within the community necessary and in the best interests of the owners.

D. This Amendment is intended to restrict the manner and number of rentals in the community in order to better establish a residential community and help protect livability and property values for all owners.

E. Pursuant to Article XXVII of the Declaration, the President and Secretary of the Murray Oaks Condominiums Homeowners Association ("Association") hereby certify that the affirmative vote of owners having ownership of not less than 66.66 percent of the undivided interest in the common areas and facilities has been received.

NOW THEREFORE, the Association hereby amends Article IX, Section 2 of the Declaration by deleting the text shown in ~~strike through~~ font and by adding the text shown in underline font as follows:

2. Nature of and Restrictions on Ownership and Use. Each Unit Owner shall have and enjoy the rights and privileges of fee simple ownership of his Unit. There shall be no requirements concerning who may own Units, it being intended that they may and shall be owned as any other property rights by persons, corporations, partnerships or trusts and in the form of common or joint tenancy so long as no unit is owned by more than eight persons or entities. The Unit Owners may lease or rent their Units with their appurtenant rights subject to the rental restrictions set forth in Section 6 ~~terms and conditions chosen solely by the Unit Owner and his lessee, except and provided~~ that all Unit Owners, their tenants and other occupants or users of the Project, shall be subject to the Act, this Declaration, the Bylaws, and all rules and regulations of the Association of Unit owners and Management Committee, and the terms of a Regulatory Agreement executed by the Homeowner's Association and the

Commissioners of the Federal Housing Administration. Provided, however, that nightly or weekly rentals are prohibited.

NOW THEREFORE, the Association hereby amends Article IX of the Declaration to delete Section 6 in its entirety and replace it with the following:

Section 6. Rental Policy.

6.1 Requirements. No Owner shall rent his or her Unit if such Owner has owned the dwelling unit for a period of less than twelve (12) months. No Owner shall rent less than the entire Unit. No Owner shall rent such Owner's dwelling unit for an initial term of less than six (6) months. "Renting" of a Unit means the granting of a right to use or occupy a dwelling unit for a specific or indefinite term, with rent stated on a periodic basis, in exchange for the payment of rent (money, property or other goods or services of value).

6.2 Rental Cap. No dwelling unit may be rented if the rental results in more than twenty five percent (25%) of the total number of dwelling units within the Project being rented, except as provided below (the "Rental Cap"). As currently constituted, 25% of the total units equals 16 Units.

6.2.1 Application Required. Prior to renting any dwelling unit, an Owner shall apply to the Management Committee ("Committee"). The Committee shall review the application and make a determination of whether the rental or lease will exceed the Rental Cap and the Association shall deny the application if it determines that the rental of the Unit will exceed the Rental Cap. The Committee may adopt and administer a waiting list for denied applicants.

6.3 Grandfather Status. Notwithstanding Section 6.2, all Owners who are renting their Unit at the time that this Amendment is recorded may continue to rent such Unit until the time that they convey ownership of their Unit or until the Owner occupies the Unit.

6.4 The Lease Agreement. Any lease agreement between an Owner and a lessee must be in writing, and must provide, among other things, that the tenant shall not keep any pet(s) in the Unit and that the terms of the lease shall in all respects be subject to the provisions of the Declaration, the Articles of Incorporation of the Association, the Bylaws, and the Association Rules. All lease agreements shall contain as an attachment to the lease agreement, a copy of the current Rules of the Association. The lease agreement shall be in a form approved by the Association and the Association may require certain provisions to be included in the lease agreement, as established by the Committee from time to time. Any failure by the lessee to comply with the terms of the Association's governing documents shall constitute a default under the lease and, upon notice to the Owner and a failure of the Owner to remedy violations of their lessee, the Committee may require an Owner to terminate a lease agreement. If violations continue thereafter, the Association is hereby deemed an intended third-party beneficiary under the lease and is hereby appointed agent of the Owner and is entitled to initiate eviction proceedings against any such lessee.

6.5 Fines, Sanctions and Attorney's Fees. The Committee shall have the power to enforce the Association's governing documents, including by obtaining injunctive relief from the courts, by issuing fines and sanctions, by terminating common utility service, recreational


facility access or other membership rights, and by utilizing any other remedy authorized by law or the governing documents in order to maintain and operate the development and to enforce these rental restrictions. The Association shall be entitled to its attorney's fees and costs in any action to enforce the terms of this Section 6.


6.6 **Hardship Exemption.** Notwithstanding anything herein to the contrary, to avoid undue hardships or extreme practical difficulties such as the Owner's job relocation, disability, military service, charitable service, or other similar circumstances, the Committee shall have the discretion to approve an Owner's application to temporarily rent the Owner's unit. The Association may not approve an application to rent less than the Owner's entire unit or to rent the unit for a period of less than six (6) consecutive months.

6.7 **Lease Payments by Tenant to Association.** If an Owner who is renting his or her unit fails to pay an assessment for more than sixty (60) days after the assessment is due, the Committee may demand that the tenant pay to the Association all future lease payments due to the Owner, beginning with the next monthly other periodic payment, until the amount due to the Association is paid. The Committee shall give the Owner written notice of its intent to demand full payment from the tenant. The notice to the Owner shall state (1) the date certain by which the Association expects full payment; (2) the amount due and owing to the Association, and (3) that the Association will make demand upon the tenant for future lease payments to be made to the Association if the request is not adhered to.

IN WITNESS WHEREOF, MURRAY OAKS CONDOMINIUMS HOMEOWNERS ASSOCIATION has executed this Amendment to the Declaration as of the 26 day of JULY, 2011, in accordance with Article XXVII of the Declaration.

MURRAY OAKS CONDOMINIUMS HOMEOWNERS ASSOCIATION


Print Name:
President


Print Name:
Vice President

STATE OF UTAH)
COUNTY OF Salt Lake) ss

On the 26 day of JULY, 2011, personally appeared before me Carl W Zabriske & Art Van Tolson, being by me duly sworn did that say that they are the President of the Association and that said instrument was signed in behalf of said Association by authority of its Management Committee; and acknowledged said instrument to be their voluntary act and deed.





Notary Public

Exhibit A

Legal Description

All Units (64 total), Murray Oaks Condominiums, as set forth on the plat map and in the records of the Salt Lake County Recorder for Salt Lake County, Utah.

First parcel No: 21134580010000