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06/05/2012 10:36 AM \$52.00
Book - 10023 Pg - 3275-3285
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
PROPERTY MANAGEMENT SYSTEMS
262 E 3900 S STE. 200
SLC UT 84107-1550
BY: NEH, DEPUTY - MA 11 P.

WHEN RECORDED, RETURN TO:
602 East 300 South
Salt Lake City, Utah 84102

**FIRST AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS OF ROWHAUS CONDOMINIUMS,
A CONDOMINIUM PROJECT IN SALT LAKE COUNTY, UTAH**

RECITAL

The following amendment replaces and supersedes the entire original provision (titled "Leases") located at Article 10, Section 10.14 of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Rowhaus Condominiums, A Condominium Project in Salt Lake County, Utah recorded in the recorder's office of Salt Lake County on 2/25/2008 as Entry No. 10355738, Book 9573, Pages 7405-7467.

AMENDMENT

ARTICLE 10, SECTION 10.14

**OWNER OCCUPANCY REQUIREMENT
AND RENTAL AND LEASE RESTRICTIONS**

Section 10.14. Owner Occupancy Requirement and Rental and Lease Restrictions

Section 10.14.1 Owner Occupancy Requirement

(a) Owner Occupancy Requirement. Except as provided in Section 10.14.2 of this Article, all but four (4) Units shall be occupied by an Owner or the immediate family members of an Owner. As used in this Subsection, "immediate family members" means an Owner's spouse, child, parent, or sibling.

(b) Restrictions on Permitted Rentals and Leases. A Unit permitted to be leased under Sections 10.14.2 and 10.14.3 are subject to the following restrictions:

(i) An Owner may not rent or lease less than the entire Unit and no Owner may rent or lease a Unit for transient or hotel purposes.

(ii) A Unit may not be rented or leased for a period of less than six (6) consecutive months.

(iii) A Unit may not be rented or leased without the consent of the Management Committee.

Section 10.14.2 Owner Occupancy Exceptions.

(a) Grandfather Exception. In the event that there are more than four (4) Units being rented or leased as of the date of the recording of this amendment, Section 10.14.1(a) above does not apply to such Units so long as they are in compliance with Section 10.14.1(b) above; however, such Units shall be counted against the four (4) Unit limit required by Section 10.14.1(a) above. The Owner may continue to rent or lease the Unit to the existing tenant or subsequent tenants. The right of an Owner to rent or lease a Unit under this Section, 10.14.2(a), terminates when the Owner no longer has an interest in the Unit, or when the Owner occupies the Unit. The successor in interest to the Unit has no rights under this section and is subject to the restrictions of Section 10.14.1(a) above.

(b) Military Deployment Exception. An Owner of a Unit who is deployed with the military. Military personnel, not deployed, are otherwise subject to the requirements and restrictions of this Article.

(c) Employment Relocation Exception. An Owner of a Unit whose employer has relocated the Owner for no less than two (2) years.

(d) Trust or Entity for Estate Planning Exception. If the trust or 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, the entity or trust will be allowed to continue renting until an officer, owner, member, trustee, beneficiary, director, or other person holding a similar position of ownership or control of an entity or trust that holds an ownership interest in the Unit, occupies the Unit.

(e) Hardship Exception. If an Owner's application to lease his/her Unit is denied by the Management Committee, to avoid undue hardships or practical difficulties such as the Owner's death, job relocation, extended vacation, disability, or difficulty in selling the Unit due to market conditions in the area or other similar circumstances, the Management Committee has discretion to approve a hardship application of an Owner or authorized representative to temporarily rent or lease the Owner's Unit. However, the Management Committee may not approve a hardship application to rent or lease a Unit under this section for a period of more than one (1) year.

Section 10.14.3 Rules and Regulations regarding the Application and Approval to Rent or Lease a Unit. The Management Committee shall adopt by resolution Rules and regulations that establish the application and approval process, a waiting list, the contents of lease agreements, and any other Rules deemed necessary by the Management Committee to implement this Article.

Section 10.14.4 Remedies.

(i) If an Owner rents or leases a Unit in violation of this Article, or violates other Rules and regulations imposed by the Management Committee, including leasing a Unit after the Management Committee denies such application, the Management Committee may:

(a) Assess fines against the Owner and Owner's Unit in an amount to be determined by the Management Committee pursuant to a schedule of fines adopted by the Management Committee in accordance with Utah Code Ann. §57-8-37.

(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 rental or lease agreement and remove the tenant.

(ii) Pursuant to Rules adopted under this Section, if the Management Committee determines that a tenant has violated a provision of the Declaration, Bylaws, any amendments thereto or Rules and regulations, after notice and an opportunity for a hearing as provided in Utah Code Ann. §57-8-37, the Management Committee may require an Owner to terminate a lease or rental agreement.

Section 10.14.5 Costs and Attorney Fees.

(i) Fines, charges, and expenses incurred in enforcing the Declaration, the Bylaws and any Rules and regulations with respect to the tenant, and for any costs incurred by the Association in connection with any action involving Section 10.14, including reasonable attorney fees, are assessments against the Owner and Unit which may be collected and foreclosed by the Association as provided in the Declaration and pursuant to Utah Code Ann. §57-8-20.

(ii) In addition to Subsection (i) of this Section 10.14.5, the Association is entitled to recover from an Owner determined in violation of this Article its costs and attorney fees incurred for enforcement of this Article, regardless of whether any lawsuit or other action is commenced. The Association may assess the costs and attorney fees against the Owner and the Unit as an assessment as provided in the Declaration and pursuant to Utah Code Ann. §57-8-20.

Section 10.14.6 Utah Landlord-Tenant Code Not Applicable. Nothing in this article may be construed to impose on the Association the duties, responsibilities, or liabilities of a landlord under Utah Code.

EXECUTED this 30 day of April, 2012.

The Rowhaus Condominiums Homeowners' Association, Inc.

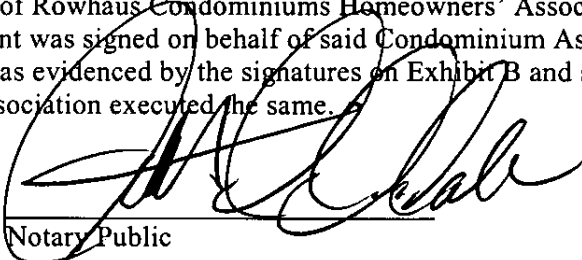
By: 

Title: Vice President

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

On the 30th day of April, 2012, personally appeared before me JESSE CLAYTON WALKER, who by me being duly sworn, did say that he/she is the Vice President of Rowhaus Condominiums Homeowners' Association, Inc., and that within the foregoing instrument was signed on behalf of said Condominium Association by authority and consent of the Members as evidenced by the signatures on Exhibit B and said person duly acknowledged to me that said Association executed the same.




Notary Public

Residing At: SALT LAKE COUNTY
Commission Expires 11-2-15

Sign In List

Property: h099 - RowHaus Condominiums HOA Inc - 1118-1148 S West Temple (300 W)
 Date: 01/26/2010 Sort By:Unit

Building Unit	Owner Name	%Common Elements	Owner Occupied	By Proxy	Signature
U1118116	Matson, -Christopher	0.0000000000	Yes		
U1120115	Jackman, Jocelyn	0.0000000000	Yes		
U1122114	Mahyer, Rosemarie	0.0000000000	Yes		
U1124113	Cameron, -Tiara	0.0000000000	Yes		
U1126112	Lewis, Jeffrey Mitchell	0.0000000000	Yes		
U1128111	Wakefield, Carri	0.0000000000	Yes		
U1130110	Felt, Ronald	0.0000000000	Yes		
U1132109	Van Kleeck, Collin	0.0000000000	Yes		
U1134108	Hite< \$\$S, Richard	0.0000000000	Yes		
U1136107	Martin, -Jeffrey	0.0000000000	Yes		
U1138106	Wolfgang, Joel	0.0000000000	Yes		
U1140105	Bushman, -Tracey	0.0000000000	Yes		
U1142104	Gully, -Jill	0.0000000000	Yes	Via Proxy	
U1144103	Kerr, Lindsey	0.0000000000	Yes	Via Proxy	
U1146102	Anders, Erin	0.0000000000	Yes		
U1148101	Sheranlan, Michael	0.0000000000	Yes		
U121117	Sorenson, Scott	0.0000000000	Yes		
U123118	Pless, -Amber	0.0000000000	Yes	VIA PROXY	
U125119	McConnell, -Ellen	0.0000000000	Yes		
U127120	Hofeling, -Mark	0.0000000000	Yes		
U129121	Whittemore, -Kery	0.0000000000	Yes		
U131122	Anders, David	0.0000000000	Yes	Via Proxy	
U133123	Morley, Russell Keith	0.0000000000	Yes		
U135124	Crim, -Bill & Diane	0.0000000000	Yes		

Attn: Jay Larson

NOTICE

December 30th, 2009

To: Rowhaus Homeowners Association

Dear Homeowners:

The Annual Meeting for the Rowhaus HOA will be held:

Date: Monday, January 26th, 2010
Time: 7:00 p.m.
Location: Salt Lake City Public Library
Address: 210 East 400 South, Salt Lake City, UT 84111

At this meeting the Management Committee would like to discuss several pertinent items relating to the association. These items are outlined on the Meeting Agenda included in this mailer.

If for any reason you are unable to attend please fill out the Proxy form and mail it to Property Management Systems, Inc. or give it to a member of the board or another homeowner to vote in your absence. I look forward to meeting with you next month. If you have any further questions, or if I may be of service to you please contact me.

Sincerely,
Property Management Systems, Inc.

Jay Larson
Property Manager

PROXY

I, Jill N. Gully, the owner of address: 1142 in the Rowhaus

Homeowners Association, hereby authorize: Jennifer + Erin Anders to vote in my behalf on any issues presented at the Rowhaus Annual Meeting to be held January 26th 2010 at 7:00 p.m. at PMSI 262 east 3900 south, SLC, UT 84107.

Owner: Jill N. Gully
Signature: Jill N. Gully
Date: 01/11/2010

NOTICE

PO Box 1269 Bangor, Maine 04401

December 30th, 2009

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Dear Homeowners:

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Sincerely,
Property Management Systems, Inc.

Jay Larson
Property Manager

PROXY

I, Lindsey Kew, the owner of address: 1144 S.W. Taylor ⁸⁴¹⁰¹ in the Rowhaus

Homeowners Association, hereby authorize: Jen & Erin Anders to vote in my behalf on any issues presented at the Rowhaus Annual Meeting to be held January 26th 2010 at 7:00 p.m. at PMSI 262 east 3900 south, SLC, UT 84107.

Owner Lindsey A Kew
Signature [Signature]
Date 1/24/2010

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Sincerely,
Property Management Systems, Inc.

Jay Larson
Property Manager

PROXY

I, David J. Anders, the owner of address: 131 W. Fremont in the Rowhaus

Homeowners Association, hereby authorize: Erin C. Anders to vote in my behalf on any issues presented at the Rowhaus Annual Meeting to be held January 26th 2010 at 7:00 p.m. at PMSI 262 east 3900 south, SLC, UT 84107.

Owner David J. Anders
Signature [Signature]
Date 1-9-10

PROXY FOR AMBER PLESS

Jay Larson

From: rowhausresidents@googlegroups.com on behalf of Amber Pless [amber@cirqueproperty.com]
Sent: Tuesday, January 26, 2010 3:38 PM
To: rowhausresidents@googlegroups.com
Subject: RE: Rowhaus Annual Meeting - Don't Forget!

I have the dreaded winter cold...I will sit this meeting out rather than expose all of you. I authorize the management committee to vote on my behalf. Thank you for all the time and hard work you have put in.

Amber Pless
Cirque Property L.C.
10011 Centennial Parkway, Suite 275
Sandy, UT 84070
801-304-9300 PH
801-304-9304 F

From: rowhausresidents@googlegroups.com [mailto:rowhausresidents@googlegroups.com] **On Behalf Of** Dave Anders
Sent: Tuesday, January 26, 2010 3:28 PM
To: rowhausresidents@googlegroups.com
Subject: Re: Rowhaus Annual Meeting - Don't Forget!

Erin and Jenny will also be my proxy. I too thank you all for your leadership and direction.
Regards,
Dave Anders
131 W. Fremont

On Jan 26, 2010 4:09 PM, "Rowhaus HOA" <rowhausresidents@gmail.com> wrote:

David and Everyone,

I apologize. I didn't realize until now that that's what the notice from PMSI says until now!

Jay just informed me he made a mistake and the Library is NOT where the meeting is happening. It WILL be at Property Management Systems, 262 East 3900 South, Suite 200 at 7pm.

Jay is calling and emailing residents to correct this as soon as possible. Please spread the word yourselves if you see or know residents personally.

Again, we are so sorry for this error.

Jesse Walker
Rowhaus HOA

On Jan 26, 10:57 am, David Ward <david.w...@gmail.com> wrote: > Jesse, >> The

1/26/2010

Lease Limit Vote Count

Property: h099 - RowHaus Condominums HOA Inc - 1118-1148 S West Temple (100 W)
 Date: 01/26/2010 Sort By:Unit

Building Unit	Owner Name	Vote	Vote
U1118116	Matson, -Christopher	In Favor	Against
U1120115	Jackman, Jocelyn	In Favor	Against
U1122114	Mahyer, Rosemarie	In Favor	Against
U1124113	Cameron, -Tiara	In Favor	Against
U1126112	Lewis, Jeffrey Mitchell	In Favor	Against
U1128111	Wakefield, Carrl	In Favor	Against
U1130110	Felt, Ronald	In Favor	Against
U1132109	Van Kleeck, Collin	In Favor	Against
U1134108	Hlte< \$SS, Richard	In Favor	Against
U1136107	Martin, -Jeffrey	In Favor	Against
U1138106	Wolfgang, Joel	In Favor	Against
U1140105	Bushman, -Tracey	In Favor	Against
U1142104	Gully, -Jill -	In Favor	Against
U1144103	Kerr, Lindsey	In Favor	Against
U1146102	Anders, Erin	In Favor	Against
U1148101	Sheranlan, Michael	In Favor	Against
U121117	Sorenson, Scott	In Favor	Against
U123118	Pless, -Amber	In Favor	Against
U125119	McConnell, -Ellen	In Favor	Against
U127120	Hofeling, -Mark	In Favor	Against
U129121	Whittemore, -Kerry	In Favor	Against
U131122	Anders, David	In Favor	Against
U133123	Morley, Russell Keith	In Favor	Against
U135124	Crim, -Bill & Diane	In Favor	Against

EXHIBIT A

PARCEL NUMBERS AND LEGAL DESCRIPTION

<u>Parcel Number</u>	<u>Legal Description</u>
15124330010000	UNIT 101, ROWHAUS CONDO
15124330020000	UNIT 102, ROWHAUS CONDO
15124330030000	UNIT 103, ROWHAUS CONDO
15124330040000	UNIT 104, ROWHAUS CONDO
15124330050000	UNIT 105, ROWHAUS CONDO
15124330060000	UNIT 106, ROWHAUS CONDO
15124330070000	UNIT 107, ROWHAUS CONDO
15124330080000	UNIT 108, ROWHAUS CONDO
15124330090000	UNIT 109, ROWHAUS CONDO
15124330100000	UNIT 110, ROWHAUS CONDO
15124330110000	UNIT 111, ROWHAUS CONDO
15124330120000	UNIT 112, ROWHAUS CONDO
15124330130000	UNIT 113, ROWHAUS CONDO
15124330140000	UNIT 114, ROWHAUS CONDO
15124330150000	UNIT 115, ROWHAUS CONDO
15124330160000	UNIT 116, ROWHAUS CONDO
15124340010000	UNIT 117, ROWHAUS 2 CONDO
15124340020000	UNIT 118, ROWHAUS 2 CONDO
15124340030000	UNIT 119, ROWHAUS 2 CONDO
15124340040000	UNIT 120, ROWHAUS 2 CONDO
15124340050000	UNIT 121, ROWHAUS 2 CONDO
15124340060000	UNIT 122, ROWHAUS 2 CONDO
15124340070000	UNIT 123, ROWHAUS 2 CONDO
15124340080000	UNIT 124, ROWHAUS 2 CONDO