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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
VIAL-FOTHERINGHAM LLP
602 E 300 S
SLC UT 84102
BY: LMH, DEPUTY - MA 6 P.

6.79
WHEN RECORDED, RETURN TO:
VIAL FOTHERINGHAM LLP
602 East 300 South
Salt Lake City, Utah 84102

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND
RESERVATION OF EASEMENTS
FOR VALLEY VU VILLAS, A CONDOMINIUM PROJECT**

This First Amendment to the Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Valley Vu Villas, a Condominium Project is made by The Valley Vu Villas Condominiums Owners Association, Inc. ("Association") and shall become effective when recorded with the Salt Lake County Recorder's Office.

RECITALS

WHEREAS, the Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Valley Vu Villas, a Condominium Project was recorded on February 25, 2000 as Entry No. 7582279 in the offices of the Salt Lake County Recorder (hereinafter the "Declaration").

WHEREAS, the Declaration declares that Valley Vu Villas is a Utah condominium project subject to the Utah Condominium Ownership Act found at U.C.A. §57-8.

WHEREAS, the Association and its members believe it to be in their best interests to restrict the leasing of Units throughout the Project in an effort to preserve investments and promote a more efficient and effective form of governance.

WHEREAS, U.C.A. §57-8-39 prohibits the Declaration from requiring more than 67% of the Association's voting interests to pass a rental restriction amendment.

NOW THEREFORE, this First Amendment to the Declaration is made and executed by the Board of Trustees after having first received approval from at least 67% of the voting interests of the Association.

NOW THEREFORE, this First Amendment is intended to replace the existing Article VII, Section 7.02(k) of the Declaration.

Article VII, Section 7.02(k) is hereby amended to read as follows:

(k). Renting and Leasing. Notwithstanding anything to the contrary contained in this Declaration, the leasing or renting of any Unit within the Project shall be governed by this Section.

(1) Definition of Rent. The term "rent" in any grammatical form includes lease, sublet, or otherwise permit or allow others to reside therein for legal consideration payable to the Owner or to others at the Owner's request or direction, or allow others to reside therein alone for charitable purposes without the owner in residence.

(2) Restrictions on Rentals and Leases. The following restrictions on rentals and leases shall apply to all Units:

(i) No Unit may be rented, leased, or sublet.

(ii) A Unit may not be rented or leased under subpart (3) of this section except by written agreement approved by the Board of Trustees and only with the express written consent of the Board of Trustees.

(3) Owner Occupancy and Rental Restriction Exceptions.

(i) Immediate Family Exception. Occupancy by the immediate family members of an Owner shall be deemed as occupancy by the Owner. As used in this Section 7.02, "immediate family members" means an Owner's spouse, child, parent, and sibling.

(ii) Grandfather Exception. As of the date of recording this amendment, any Owner currently renting or leasing a Unit ("Grandfathered Owner") may continue to rent or lease that Unit until such time as the Grandfathered Owner no longer has an interest in the Unit, or at such time as the Grandfathered Owner occupies the Unit. Thereafter, the restrictions of section 7.02(k)(2) shall apply.

(iii) Military Deployment Exception. An Owner of a Unit, or the Owner's spouse or life partner, who is deployed by a branch of the Armed Forces of the United States and required to serve more than fifty (50) miles from the Property pursuant to a valid order issued from the Armed Forces of the United States is not subject to the restrictions of this Section 7.02(k) and may rent his or her Unit subject to the conditions provided in this section.

(iv) Hardship Exception. Notwithstanding any of the above, an Owner may apply to the Board of Trustees for a hardship waiver of any or all of the conditions of this Section 7.02(k) upon a showing of hardship or practical difficulties arising from unforeseen events such as the death of a spouse or life partner of the Owner, job relocation, charitable service, public service, disability, difficulty in selling the Unit due to market conditions in the area, or other similar circumstances. The Board of Trustees has discretion to approve an Owner's hardship application to temporarily rent the Owner's Unit. However, the Board of Trustees is not obligated to approve any hardship exception, and may not approve a hardship application to rent a Unit under this Section for a time period of more than two (2) years.

(4) Application and Approval. Prior to renting any Unit, an Owner shall apply to the Board of Trustees for approval and include a copy of the proposed agreement to effect the renting. The Board of Trustees shall review the application and make a determination of whether the rental meets one of the exceptions described in subsection (3). The Board of Trustees shall:

(i) Approve the application if it determines that the rental will not violate any of the applicable restrictions of this Section 7.02(k) and is consistent with all the requirements of this Declaration, the Bylaws then in force, and any rules adopted by the Board of Trustees.

(ii) Deny the application if it determines that the rental or lease of the Unit does not meet one of the exceptions described in Section 7.02(k)(3).

(5) Remedies.

(i) If an Owner rents a Unit in violation of or without complying with the requirement of this Section 7.02(k), or violates other rules imposed by the Board of Trustees, including renting a Unit after the Board of Trustees denies such application, the Board of Trustees may:

1. Assess fines against the Owner and Owner's Unit in an amount to be determined by the Board of Trustees pursuant to a schedule of fines adopted by the Board of Trustees in accordance with the Act.

2. Regardless of whether any fines have been imposed, proceed with any other available legal remedy, 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 Board of Trustees determines that a tenant has violated a provision of the Declaration, Bylaws, any amendments thereto, or rules, after notice and an opportunity for a hearing as provided by the Act, the Board of Trustees may require an Owner to terminate a lease or rental agreement.

(6) Costs and Attorney Fees.

(i) Fines, charges, and expenses incurred in enforcing the Declaration, the Bylaws and any rules with respect to the tenant, and for any costs incurred by the Association in connection with any action involving this Section 7.02(k), 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 the Act.

(ii) In addition to Subsection (i) of this subsection (6) above, the Association is entitled to recover from an Owner determined in violation of this Section 7.02(k) its costs and attorney fees incurred for enforcement, 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 the Act.

(7) Utah Landlord-Tenant Code Not Applicable. Nothing in this Section 7.02(k) may be construed to impose on the Association the duties, responsibilities, or liabilities of a landlord under Utah Code.

CERTIFICATION OF THE BOARD OF TRUSTEES

We, the undersigned, do hereby certify:

1. That we are duly appointed officers of The Valley Vu Villas Condominiums Owners Association, Inc. and are authorized to execute this amendment;
2. That the requirements for amending the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Valley Vu Villas, a Condominium Project ("Declaration") have been properly fulfilled in full compliance with Article XXII and pursuant to U.C.A. 57-8-39; and
3. That the forgoing amendments constitute valid amendments to the Declaration, as duly adopted by the members of the Association.

Edwin L. Collins
Association Officer

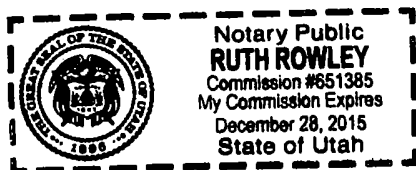
15 APR 2013
Date

Melvin E Jones Jr
Association Officer

15 APR 2013
Date

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

On the 15th day of April, 2013, personally appeared before me Edwin L. Collins and Melvin E Jones who by me being duly sworn, did say that they are duly elected officers of The Valley Vu Villas Condominiums Owners Association, Inc. who upon oath did swear that they are authorized to sign the foregoing Certification of the Board of Trustees, and acknowledged to me that they signed the same of their own free act and deed and that the statements therein are true and accurate to the best of their knowledge.



Ruth Rowley
Notary Public

EXHIBIT A

**Legal Description and Parcel Numbers
Valley Vu Villas, a Condominium Project
Salt Lake County, Utah**

Legal Description

BEGINNING AT A POINT ON THE CENTERLINE OF 4800 SOUTH STREET, SAID POINT BEING SOUTH 00°03'39" EAST ALONG SECTION LINE 236.98 FEET FROM THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE MERIDIAN, IN THE COUNTY OF SALT LAKE, STATE OF UTAH, THENCE SOUTH 00°03'39" EAST ALONG SAID SECTION LINE AND CENTER OF ROAD 593.14 FEET; THENCE NORTH 89°58'51" EAST 1088.86 FEET; THENCE NORTH 00°03'40" WEST 382.67 FEET TO THE CENTER OF NORTH JORDAN CANAL; THENCE NORTH 79°04'51" WEST ALONG CENTER OF SAID CANAL 1109.16 FEET TO THE CENTER OF 4800 SOUTH STREET AND THE POINT OF BEGINNING.

CONTAINS 12.196 ACRES
80 UNITS

Parcel Numbers

15-31-104-001-0000	15-31-104-016-0000	15-31-104-031-0000
15-31-104-002-0000	15-31-104-017-0000	15-31-104-032-0000
15-31-104-003-0000	15-31-104-018-0000	15-31-104-033-0000
15-31-104-004-0000	15-31-104-019-0000	15-31-104-034-0000
15-31-104-005-0000	15-31-104-020-0000	15-31-104-035-0000
15-31-104-006-0000	15-31-104-021-0000	15-31-104-036-0000
15-31-104-007-0000	15-31-104-022-0000	15-31-104-037-0000
15-31-104-008-0000	15-31-104-023-0000	15-31-104-038-0000
15-31-104-009-0000	15-31-104-024-0000	15-31-104-039-0000
15-31-104-010-0000	15-31-104-025-0000	15-31-104-040-0000
15-31-104-011-0000	15-31-104-026-0000	15-31-104-041-0000
15-31-104-012-0000	15-31-104-027-0000	15-31-104-042-0000
15-31-104-013-0000	15-31-104-028-0000	15-31-104-043-0000
15-31-104-014-0000	15-31-104-029-0000	15-31-104-044-0000
15-31-104-015-0000	15-31-104-030-0000	15-31-104-045-0000

15-31-104-046-0000
15-31-104-047-0000
15-31-104-048-0000
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