11648180 5/23/2013 2:47:00 PM \$85.00 Book - 10141 Pg - 5943-5947 Gary W. Ott Recorder, Salt Lake County, UT BENNETT TUELLER JOHNSON DEERE BY: eCASH, DEPUTY - EF 5 P.

WHEN RECORDED RETURN TO:

A. Skinner 659 E. Williamsburg Park Circle Sandy, UT 84070

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WILLIAMSBURG PARK CONDOMINIUM PROJECT

This Amendment to Declaration of Covenants, Conditions and Restrictions of Williamsburg Park Condominium Project (hereinafter, the "Amendment") is entered into and executed as of this 23 day of __________, 2013 by the Williamsburg Park Homeowners Association Committee (hereinafter, the "Committee") pursuant to the authority granted it by Section III, Paragraph 13(b) of the Declaration of Covenants, Conditions and Restrictions of Williamsburg Park Condominium Project (hereinafter, the "Declaration").

RECITALS

- A. The Declaration dated August 7, 1978 was recorded on August 7, 1978 as Entry No. 3149306 in Book 4718 commencing at Page 1201 of the official records in the office of the County Recorder of Salt Lake County, State of Utah. The Declaration affects certain real property located in Salt Lake County, Utah as more particularly described in the attached Exhibit A, which is incorporated herein by this reference.
- B. Management and control of the condominium project has been transferred by the Declarant to the Association of Unit Owners of Williamsburg Park Condominium Project (hereinafter, the "Association").
- C. Section III, Paragraph 27 of the Declaration permits an amendment of the Declaration with the affirmative vote of at least 67% of the Percentage Interest in the Common Areas.
- D. The Committee certifies that the vote required by the Declaration for amendment has occurred.

AMENDMENT

NOW, THEREFORE, based on the requisite affirmative vote and in consideration of the reciprocal benefits derived from the amendments set forth below, the Declaration is hereby amended as follows:

Amendment I: Section III, Paragraph 18(a) is deleted in its entirety and replaced with the following:

(a) The first regular meeting of the Association shall be held at 7:00 p.m. on the second Tuesday in November, 1979, and the subsequent regular meetings shall be held on the second Saturday in May of each succeeding year. Whenever such day is a legal holiday, the meeting shall occur in the first business day thereafter. The place of meeting shall be at a location in Salt Lake County, Utah specified in the Notice of Meeting. At least ten days before the date of the regular meeting a written notice thereof shall be personally delivered or mailed postage prepaid to each Unit Owner at his or her last known address. Such notice shall state the time, place, and general purpose of the meeting.

Amendment II: The following new Section III, Paragraph 41 is added to the Declaration as follows:

41. Decks.

- (a) Each Unit Owner shall be solely responsible for the maintenance of any and all decks attached to his or her Unit. Each Unit Owner shall be solely responsible for all costs, labor, materials and/or equipment necessary to maintain, repair or replace all decks attached to his or her Unit.
- (b) The Association shall not be obligated to maintain, repair or replace any deck attached to a Unit, nor shall it be obligated to fund maintenance of, repairs to or replacement of any deck attached to a Unit.
- (c) Without limiting the foregoing, the Committee is responsible to see that the decks attached to Units are maintained by the Unit Owners. Such maintenance shall be to a level or standard becoming of the Project as shall be established by the Committee.
- (d) With the sole exception of the building materials, all decking shall conform with the current uniform design and construction prevailing in the Project. Synthetic or composite wood product may be used for decking, at the Unit Owners discretion, as long as uniformity in design and color is achieved.
- (e) To ensure the uniform and balanced appearance of the Project, existing decks may not be removed without the Committee's written consent, and decks may not be replaced with panels, doors, picture windows, siding, or any other item without the Committee's written consent.

(f) The Committee may ask Unit Owners to make necessary changes if a deck does not comply with established guidelines. Unit Owners are encouraged to discuss any and all maintenance, repair or replacement projects with the Committee before beginning any such work.

Amendment III:

The first paragraph only of Section III, Paragraph 16 is deleted in its entirety and replaced with the following: (Section III, Paragraph 16, subparagraphs (a) through (f) shall remain and are not affected by this Amendment.)

16. <u>Committee Officers and Agents</u>. The Committee shall perform its functions through those members who are elected as officers by the Committee and through such agents or employees as the Committee may appoint. Any Committee officer, agent, or employee may at any time be removed with or without cause by the vote of a majority of the Committee members. Any Committee member who places his or her Unit for sale on the market must resign his or her position on the Committee within 48 hours of placing said Unit for sale. The officers of the Committee, and their respective powers and functions, shall be as follows:

Amendment IV: The following new Section III, Paragraph 16, subparagraph (g) is added to the Declaration as follows:

(g) 5th Seat Committee Member. The Committee member holding the 5th seat shall not be considered an officer of the Committee, but shall hold the position as Committee member for voting purposes only. All other monthly assignments will be assigned pursuant to this Declaration.

Amendment V:

The following new Section III, Paragraph 42 is added to the Declaration as follows:

- 42. <u>Short Term Residential Leases</u>. Short term residential leases are prohibited. The term "short term residential lease" shall mean:
 - (a) The use, occupancy, rent or lease, for direct or indirect remuneration, of a structure or any portion thereof constructed for single family or multifamily occupancy or of any other residential property for an effective term of thirty days or less.
 - (b) The commercial use, by any person, of residential property for hostel, hotel, inn, lodging, motel, resort or other transient lodging uses where the term of occupancy, possession or tenancy of the property by the person entitled to such occupancy, possession or tenancy is for thirty (30) consecutive calendar days or less.

For purposes of this section remuneration means compensation, money, rent, or other bargained for consideration given in return for occupancy, possession or use of real property.

Except as amended herein and elsewhere, the Declaration as recorded shall be in full force and effect.

IN WITNESS WHEREOF, pursuant to and in compliance with the provisions of Section III, Paragraphs 27 and 28 of the Declaration, this Amendment is executed by a duly authorized Officer of the Committee as of the date first set forth above.

> WILLIAMSBURG PARK HOMEOWNERS ASSOCIATION COMMITTEE

By: Made Jeusey Wade L. Jensen Chair

STATE OF UTAH

)ss. COUNTY OF SALT LAKE)

On the 33rd day of May, 2013, personally appeared before me Wade L. Jensen, who, by being duly sworn, did say that he is the Chair of the Williamsburg Park Homeowners Association Committee, and that the within and foregoing instrument was signed by him on behalf of the Williamsburg Park Homeowners Association Committee.

AMBER ELLIS Notary Public State of Utah My Commission Expires on: December 12, 2014 Comm. Number: 603219

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EXHIBIT A

WILLIAMSBURG PARK CONDOMINIUM PROJECT

Affected Parcels

Parcel #22-31-428-001-0000	Parcel #22-31-428-031-0000
Parcel #22-31-428-002-0000	Parcel #22-31-428-032-0000
Parcel #22-31-428-003-0000	Parcel #22-31-428-033-0000
Parcel #22-31-428-004-0000	Parcel #22-31-428-034-0000
Parcel #22-31-428-005-0000	Parcel #22-31-428-035-0000
Parcel #22-31-428-006-0000	Parcel #22-31-428-036-0000
Parcel #22-31-428-007-0000	Parcel #22-31-428-037-0000
Parcel #22-31-428-008-0000	Parcel #22-31-428-038-0000
Parcel #22-31-428-009-0000	Parcel #22-31-428-039-0000
Parcel #22-31-428-010-0000	Parcel #22-31-428-040-0000
Parcel #22-31-428-011-0000	Parcel #22-31-428-041-0000
Parcel #22-31-428-012-0000	Parcel #22-31-428-042-0000
Parcel #22-31-428-013-0000	Parcel #22-31-428-043-0000
Parcel #22-31-428-014-0000	Parcel #22-31-428-044-0000
Parcel #22-31-428-015-0000	Parcel #22-31-428-045-0000
Parcel #22-31-428-016-0000	Parcel #22-31-428-046-0000
Parcel #22-31-428-031-0000	Parcel #22-31-428-047-0000
Parcel #22-31-428-018-0000	Parcel #22-31-428-048-0000
Parcel #22-31-428-019-0000	Parcel #22-31-428-049-0000
Parcel #22-31-428-020-0000	Parcel #22-31-428-050-0000
Parcel #22-31-428-021-0000	Parcel #22-31-428-051-0000
Parcel #22-31-428-022-0000	Parcel #22-31-428-052-0000
Parcel #22-31-428-023-0000	Parcel #22-31-428-053-0000
Parcel #22-31-428-024-0000	Parcel #22-31-428-054-0000
Parcel #22-31-428-025-0000	Parcel #22-31-428-055-0000
Parcel #22-31-428-026-0000	Parcel #22-31-428-056-0000
Parcel #22-31-428-027-0000	Parcel #22-31-428-057-0000
Parcel #22-31-428-028-0000	Parcel #22-31-428-058-0000
Parcel #22-31-428-029-0000	Parcel #22-31-428-059-0000
Parcel #22-31-428-030-0000	Parcel #22-31-428-060-0000
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