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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
VIAL FOTHERINGHAM LLP  
602 E 300 S  
SLC UT 84102  
BY: TCP, DEPUTY - WI 8 P.

**WHEN RECORDED, RETURN TO:**

Vial Fotheringham LLP  
602 East 300 South  
Salt Lake City, Utah 84102

**FIRST AMENDMENT TO  
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
27<sup>th</sup> STREET CONDOMINIUMS**

This First Amendment to Amended and Restated Declaration of Condominium for 27<sup>th</sup> Street Condominiums is made by The 27<sup>th</sup> Street Condominiums Homeowners Association, Inc. ("Association") and shall be effective upon recording with the Salt Lake County Recorder's Office.

**RECITALS**

**A.** 27<sup>th</sup> Street Condominiums is governed by the following documents:

Amended and Restated Declaration of Condominium for 27<sup>th</sup> Street Condominiums ("Declaration"), recorded on August 21, 2012 as Entry No. 11454379 at the Salt Lake County Recorder's Office.

Revised Bylaws of the 27<sup>th</sup> Street Condominiums Homeowners Association, Inc. ("Bylaws"), recorded on August 21, 2012 as Entry No. 11454378 at the Salt Lake County Recorder's Office.

**B.** The Declaration declares that 27<sup>th</sup> Street Condominiums is a Utah condominium project subject to the Utah Condominium Ownership Act found at U.C.A. §57-8-1 et seq.

**C.** The Association and its members believe it to be in their best interests to modify the provisions of the Declaration regarding the restriction of the leasing of Units throughout the Project in an effort to comply with guidelines of the Federal Housing Administration, preserve investments and promote a more efficient and effective form of governance.

**D.** Article 15, Section 15.1 of the Declaration provides that the Declaration may be amended by the affirmative vote of at least 67% of the voting interests of the Association.

**E.** This First Amendment to the Amended and Restated Declaration is made and executed by the Board of Directors 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 IX, Section 9.12 of the Declaration and shall be binding against the property described in “**Exhibit A**” of the Declaration and any annexation or supplement thereto.

Section 9.12 of the Declaration is hereby deleted in its entirety and replaced with the following:

9.12 Leasing of Units. 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.

(a) Owner Occupancy. No Owner shall occupy or use his or her Unit, or permit the same or any part thereof to be occupied, for any purpose other than as a private single-family residence. An Owner may “rent” his Unit subject to the limitations and requirements of this Section 9.12. 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.

(b) Restrictions on Rentals and Leases. A Unit eligible to be rented under section (a) above is subject to the following restrictions:

(1) No Unit may be rented, leased, or sublet, if the rental or lease results in more than five (5) of the Units (the “Rental-Lease Limit”) being rented or leased at the same time. If five (5) Units are already rented, Owners desiring to rent or lease a Unit will be placed on a waiting list in chronological sequence of a written request submitted to the Board of Directors.

(2) No Unit may be rented or leased for a period of less than six (6) consecutive months and an Owner may not rent or lease less than the entire Unit. No Unit may be rented or leased for transient or hotel purposes.

(3) A Unit may not be rented or leased except by written agreement and only with the express written consent of the Board of Directors in accordance with subsection 9.12(e) below.

(c) Owner Occupancy and Rental-Lease Limit Exceptions. Once the Rental-Lease Limit is reached, a Unit may only be rented or leased under the following exceptions:

(1) 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 9.12, “immediate family members” means an Owner’s spouse, child, parent, grandchild, grandparent, and sibling.

- (2) **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, subject to the restrictions of subsection 9.12(b)(2) and (3), 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 subsection 9.12(a) and 9.12(b)(1) shall apply.
- (3) **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, the Utah National Guard or the Coast Guard Reserve and required to serve more than fifty (50) miles from the Property pursuant to a valid order issued from the applicable military branch may rent his or her or their Unit subject to the restrictions of subsections 9.12(b)(2) and (3).
- (4) **Employment Relocation Exception.** An Owner of a Unit, or the Owner’s spouse or life partner, that is employed in Utah and who is directed to relocate to a job location more than 50 miles from the Property for a period of no less than six months and no more than three (3) years may rent his or her or their Unit subject to the conditions of paragraph 9.12(b)(2) and (3). If the relocation is indefinite, the restrictions of this Section 9.12 shall apply.
- (5) **Trust or Entity for Estate Planning Exception.** For a Unit owned by a trust or entity for estate planning purposes, if the trust or estate planning entity was created for: (a) the estate of a current Owner of a Unit, or the Owner’s spouse or life partner; or (b) the parent, child, or sibling of a current Owner of the Unit, and the Unit is a “rental” under this Section 9.12, the entity or trust will be allowed to continue renting subject to the conditions and restrictions set forth in this Section 9.12 until an officer, owner, member, trustee, beneficiary, director, or other person holding a similar position of ownership or control of such entity or trust that holds an ownership interest in the Unit, occupies the Unit or until the unit is sold.
- (6) **Hardship Exception.** Notwithstanding any other provision of this Section 9.12, an Owner may apply to the Board of Directors for a hardship upon a showing of hardship or practical difficulties arising from unforeseen events such as the death of a husband or wife or life partner of the Owner, job relocation at least fifty (50) miles from the Property, charitable service, public service, disability, or difficulty in selling the Unit due to market conditions in the area or other similar circumstances. The Board of Directors has discretion to approve an Owner’s hardship application to temporarily rent the Owner’s Unit. However, the Board of Directors may not approve a hardship application to rent a Unit under this Section for a time period of more than two (2) years, or if the result of granting the hardship application would cause the Association’s non-Owner occupied Units to exceed fifty-percent (50%) of the total Units.
- (d) **Multiple Unit Ownership.** An Owner of multiple Units is not eligible to rent or lease more than one (1) Unit.

(e) Application and Approval. Prior to renting any Unit, an Owner shall apply to the Board of Directors for approval and include a copy of the proposed lease agreement to effect the renting. The Board of Directors shall review the application and make a determination of whether the rental will exceed the Rental-Lease Limit, or falls under a rental restriction exception under Section 9.12(c), or would violate any of the restrictions described in subsections (b)(1), (b)(2), or (d). The Board of Directors shall:

(1) Approve the application if it determines that the rental will not exceed the Rental-Lease Limit or violate any of the applicable restrictions of this Section 9.12 and is consistent with all the requirements of this DECLARATION, the Bylaws then in force, and any Rules adopted by the Board of Directors.

(2) Deny the application if it determines that the rental or lease of the Unit will exceed the Rental-Lease Limit, or that the restrictions of subsections 9.12(b)(1), (b)(2), or (d) will be violated.

(f) Rules regarding the Application and Approval to Rent or Lease a Unit. The Board of Directors may adopt by resolution Rules that establish the application and approval process, the contents or form of lease agreements, and any other Rules deemed necessary by the Board of Directors to implement this Section 9.12.

(g) Remedies.

(1) If an Owner rents a Unit in violation of or without complying with the requirement of this Section 9.12, or violates other Rules imposed by the Board of Directors, including renting a Unit after the Board of Directors denies such application, the Board of Directors may:

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

ii. 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.

(2) Pursuant to Rules adopted under this Section, if the Board of Directors 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 Directors may require an Owner to terminate a lease or rental agreement and remove the tenant(s).

(h) Costs and Attorney Fees.

(1) 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 Section 9.12, 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.

(2) In addition to Subsection (h)(1) above, the Association is entitled to recover from an Owner determined in violation of this Section 9.12 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.

(i) Limited Power Of Amendment. The Board of Directors shall have the power and authority to amend this Section 9.12, without a vote of the owners, to the extent necessary to comply with regulations of the Federal Housing Administration (FHA) to qualify Units for FHA financing.

(j) Utah Landlord-Tenant Code Not Applicable. Nothing in this Section 9.12 may be construed to impose on the Association the duties, responsibilities, or liabilities of a landlord under Utah Code.

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EXECUTED this 29 day of July, 2014.

THE 27<sup>th</sup> STREET CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC.

BY DAVID WAHLQUIST

TITLE: President

Signature: [Handwritten Signature]

STATE OF UTAH  
County of Salt Lake

On the 29 day of July, 2014, personally appeared before me  
David Wahlquist who by me being a duly sworn, did say he/she is the President of  
The 27 Street Condominium Homeowners Association, Inc. and the foregoing instrument  
was approve by at least 67% of the voting interests of said Homeowners Association.

[Handwritten Signature]  
Notary Public



**EXHIBIT A**

**DESCRIPTION OF THE 27<sup>TH</sup> STREET CONDOMINIUMS PROJECT  
UNIT PARCEL NUMBERS and LEGAL DESCRIPTIONS**

The 27<sup>th</sup> Street Condominiums Project consists of the following described property:

**Parcel I, Phase I:**

Beginning at a point North 0°14'53" West 2200.33 feet and East 50.00 feet from the South ¼ Corner of Section 9, Township 2 South, Range 1 West, Salt Lake Base and Meridian. Thence East 49.18 feet; thence North, 30.87 feet; thence East, 290.00 feet; thence South 270.00 feet; thence East, 150.00 feet; thence North 25.00 feet; thence East, 175.00 feet; thence South 45°0'00" East, 60.00 feet; thence North 45°0'00" East, 175.00 feet; thence North 45°0'00" West 70.00 feet; thence North 45°0'00" East, 60.00 feet; thence North 45°0'00" West, 103.88 feet; thence West, 60.65 feet; thence North, 120.31 feet; thence West, 61.26 feet; thence North 56°57'11" West, 62.48 feet to a point on a 225.00 foot radius curve, the center of which bears North 56°57'11" West; thence southwesterly along the arc of said curve an arc distance of 123.10 feet; thence North, 81.13 feet; thence West, 195.00 feet; thence South, 80.00 feet; thence West, 235.00 feet; thence North 30.00 feet; thence West, 54.79 feet; thence South, 140.87 feet to the beginning. Containing 4.60 acres.

**Parcel I, Phase II:**

Beginning at a point North 0°14'53" West, 2341.20 feet and East 50.00 feet from the South Quarter Corner of Section 9, Township 2 South, Range 1 West, Salt Lake Base and Meridian, thence North 0°14'53" West 309.13 feet; thence North 89°54'28" East 291.13 feet; thence South 339.60 feet; thence West 235.00 feet; thence North 30.00 feet; thence West 54.79 feet to the point of beginning. Containing 2.2247 acres.

**Unit Legal Description and Parcel Numbers**

Parcel Number	Unit Legal Description
21094020010000	UNIT 1, 27TH STREET CONDM PH I
21094020020000	UNIT 2, 27TH STREET CONDM PH I
21094020030000	UNIT 3, 27TH STREET CONDM PH I
21094020040000	UNIT 4, 27TH STREET CONDM PH I
21094020050000	UNIT 5, 27TH STREET CONDM PH I
21094020060000	UNIT 6, 27TH STREET CONDM PH I
21094020070000	UNIT 7, 27TH STREET CONDM PH I
21094020080000	UNIT 8, 27TH STREET CONDM PH I
21094020090000	UNIT 9, 27TH STREET CONDM PH I
21094020100000	UNIT 10, 27TH STREET CONDM PH I
21094020110000	UNIT 11, 27TH STREET CONDM PH I
21094020120000	UNIT 12, 27TH STREET CONDM PH I
21094020130000	UNIT 13, 27TH STREET CONDM PH I
21094020140000	UNIT 14, 27TH STREET CONDM PH I
21094020150000	UNIT 15, 27TH STREET CONDM PH I
21094020160000	UNIT 16, 27TH STREET CONDM PH I
21094020170000	UNIT 17, 27TH STREET CONDM PH I
21094020180000	UNIT 18, 27TH STREET CONDM PH I
21094020190000	UNIT 19, 27TH STREET CONDM PH I

2109402020000	UNIT 20, 27TH STREET CONDM PH I
21094020210000	UNIT 21, 27TH STREET CONDM PH I
21094020220000	UNIT 22, 27TH STREET CONDM PH I
21094020230000	UNIT 23, 27TH STREET CONDM PH I
21094020240000	UNIT 24, 27TH STREET CONDM PH I
21094020250000	UNIT 25, 27TH STREET CONDM PH I
21094020260000	UNIT 26, 27TH STREET CONDM PH I
21094020270000	UNIT 27, 27TH STREET CONDM PH I
21094020280000	UNIT 28, 27TH STREET CONDM PH I
21094020290000	UNIT 29, 27TH STREET CONDM PH I
21094020300000	UNIT 30, 27TH STREET CONDM PH I
21094020310000	UNIT 31, 27TH STREET CONDM PH I
21094020320000	UNIT 32, 27TH STREET CONDM PH I
21094030010000	UNIT 33, BLDG 9, 27TH STREET CONDMN PH II
21094030020000	UNIT 34, BLDG 9, 27TH STREET CONDMN PH II
21094030030000	UNIT 35, BLDG 9, 27TH STREET CONDMN PH II
21094030040000	UNIT 36, BLDG 9, 27TH STREET CONDMN PH II
21094030050000	UNIT 37, BLDG 9, 27TH STREET CONDMN PH II
21094030060000	UNIT 38, BLDG 9, 27TH STREET CONDMN PH II
21094030070000	UNIT 39, BLDG 10, 27TH STREET CONDMN PH II
21094030080000	UNIT 40, BLDG 10, 27TH STREET CONDMN PH II
21094030090000	UNIT 41, BLDG 10, 27TH STREET CONDMN PH II
21094030100000	UNIT 42, BLDG 10, 27TH STREET CONDMN PH II
21094030110000	UNIT 43, BLDG 10, 27TH STREET CONDMN PH II
21094030120000	UNIT 44, BLDG 10, 27TH STREET CONDMN PH II
21094030130000	UNIT 45, BLDG 11, 27TH STREET CONDMN PH II
21094030140000	UNIT 46, BLDG 11, 27TH STREET CONDMN PH II
21094030150000	UNIT 47, BLDG 11, 27TH STREET CONDMN PH II
21094030160000	UNIT 48, BLDG 11, 27TH STREET CONDMN PH II
21094030170000	UNIT 49, BLDG 12, 27TH STREET CONDMN PH II
21094030180000	UNIT 50, BLDG 12, 27TH STREET CONDMN PH II
21094030190000	UNIT 51, BLDG 12, 27TH STREET CONDMN PH II
21094030200000	UNIT 52, BLDG 12, 27TH STREET CONDMN PH II