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ADAM GARDINER  
Recorder, Salt Lake County, UT  
BENNETT TUELLER JOHNSON DEERE  
BY: eCASH, DEPUTY - EF 7 P.

**WHEN RECORDED RETURN TO:**

Anna Skinner  
Williamsburg Park HOA  
P.O. Box 641  
Sandy, UT 84091

**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 1st day of October, 2018 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 35 is deleted in its entirety and replaced with the following:

35. Enforcement. Each Unit Owner shall comply strictly with the provisions of the Declaration, as amended, with the administrative rules and regulations drafted pursuant thereto as the same may be lawfully amended from time to time, with the decisions adopted pursuant to this Declaration, and with the Project's governing documents. Failure of a Unit Owner or his or her renter, tenant, lessee, guest, or invitee to strictly comply shall be grounds for an action against both the Unit Owner and his or her renter, tenant, lessee, guest, or invitee to recover sums due for damages or injunctive relief or both, maintainable by the Association or the Management Committee on behalf of the Association, or by an aggrieved Unit Owner.

In addition, to the previously mentioned remedies, pursuant to Utah Code Ann. Section 57-8-37 (2001), a breach of the Project's governing documents, as amended, is subject to enforcement pursuant to the Declaration and may include the imposition of a fine. Each Owner is also accountable and responsible for the behavior of his or her renters, tenants, lessees, guests, and invitees. Fines levied against residents, tenants, and guests are the responsibility of the Owner. The Management Committee shall react to each material violation of the Project's governing documents, including this Declaration, in the following manner:

a. Fines imposed are final unless appealed in writing to the Management Committee within thirty days of written notification of the violation. If a request for a hearing is not submitted to the Management Committee within thirty days, the right to a hearing is waived, and the fine imposed will stand. A request for a hearing to appeal should be sent in writing to the Management Committee.

b. Before assessing a fine, the Management Committee shall give notice to the Owner of the violation and inform the Owner that the fine will be imposed if the violation is not cured within at least forty-eight (48) hours (unless the violation is deemed by the Management Committee to constitute an emergency).

c. A fine assessed by the Management Committee shall:

1) be made for a violation of a restriction, covenant, condition, provision, rule, or regulation contained in the Project's governing documents;

2) be in an amount determined by the Management Committee, but not to exceed \$500.00 per month;

3) accrue interest at the rate of 18% per annum;

4) constitute an assessment for which the Association has a right to place a lien against the Owner's Unit; and

5) entitle the Association to an award of attorneys' fees and costs if the Association retains the services of an attorney to assist it in enforcing or collecting the fine.

d. Cumulative fines for a continuing violation may not exceed \$500.00 per month.

e. An Owner may appeal a fine issued under Subsection (a) by initiating a civil action within 180 days after: (1) A hearing has been held and a final decision has been rendered by the Management Committee; or (2) The time to request an informal hearing under Subsection (a) has expired without Owner making such a request.

**Amendment II:** Section III, Paragraph 42 is deleted in its entirety and replaced with the following:

42. Rental Restrictions and Leasing Limitations.

- (a) No Short-term Residential Leases Permitted. All short-term residential leases are prohibited. The term "short-term residential lease" shall mean:
- (i) The use, occupancy, rent, or lease, for direct or indirect remuneration, of a Unit, the Property, or any portion thereof for an effective term of less than six months; or
  - (ii) The commercial use, by any person, of a Unit, the Property, or any portion thereof, for hostel, hotel, inn, lodging, motel, resort, apartment, or other transient lodging uses where the term of occupancy, possession, or tenancy of the Unit, the Property, or any portion thereof, by the person entitled to such occupancy, possession, or tenancy is for less than six months.
  - (iii) 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.
- (b) Limit on Number of Units That May be Rented or Leased. Subject to the Hardship Exemption outlined below, at least 45 of the Units in the Condominium Project shall be owner-occupied at all times. The Management Committee is authorized to approve no more than 22 Units to be rented, leased, or otherwise occupied by non-Unit Owner residents at any given time. The purpose for this rental restriction is to:

- (i) Protect the equity of the individual Unit Owners;
  - (ii) Carry out the purpose for which the Condominium Project was formed by preserving the character of the Project as a residential community of predominantly owner-occupied Units and by preventing the Condominium Project from assuming the character of an apartment, renter-occupied complex; and
  - (iii) Comply with the eligibility requirements for financing in the primary and secondary mortgage market insofar as such criteria provide that the Condominium Project be substantially owner-occupied.
- (c) Application. No Unit may be rented, leased, or otherwise occupied by a non-Unit Owner resident without the prior express written approval of the Management Committee. Any Owner who desires to rent, lease, or have his or her Unit occupied by a non-Unit Owner resident shall submit a written application to the Management Committee requesting permission to do so. The written application must identify the potential non-Unit Owner resident(s) by name, specify the proposed duration of the rental or lease, and identify the basis for any claim of hardship. A Unit must be owner-occupied for a period of at least one year before the Management Committee will consider allowing the Unit to be rented, leased, or otherwise occupied by a non-Unit Owner resident.
- (d) Existing Rentals and Leases. The Owner of any Unit that is not owner-occupied as of the date of this Amendment shall immediately notify the Management Committee of the name(s) of the non-Unit Owner resident(s) and of the duration of the rental or lease.
- (e) Definition of Owner-occupied. The term “owner-occupied” shall mean a Unit occupied by one of the following:
- (i) The vested owner (as shown on the records of the Salt Lake County Recorder);
  - (ii) The vested owner and/or his or her spouse, children, sibling, or parent; or
  - (iii) The shareholder, partner, member, trustor, beneficiary, or other legal representative of a Unit owned by a trust or other entity if (a) the resident has voting rights under the entity’s organizing documents, (b) the resident has a 25% or greater share of ownership, control, and right to profits and losses of the entity, (c)

the entity was created for the estate of the resident, or (d) the entity was created for the estate of the parent, child, or sibling of the resident.

- (f) Hardship Exemption. The following Unit Owners are exempt from these rental restrictions: (a) Unit Owners in the military are exempt for the period of the Unit Owner's deployment, and (b) Unit Owners whose employer has relocated the Unit Owner for two years or less. Those desiring a Hardship Exemption must notify the Management Committee of their request and must provide a basis for the requested exemption.
- (g) Rules and Regulations. The Management Committee shall have the power to adopt, modify, repeal, and enforce reasonable rental and leasing rules and regulations. An Owner is legally responsible for the acts and omissions of the non-Unit Owner residents of his or her Unit, and their guests, visitors, and invitees while at the Condominium Project. All non-Unit Owner residents of a Unit shall be bound by and subject to the Project's governing documents. The Unit Owner and his or her non-Unit Owner resident renters, tenants, lessees, guests, visitors, and invitees are jointly and severally liable for any violations of the Project's governing documents. The Management Committee shall determine and track the number of rentals and Units in the Project subject to the provisions of this section. The Management Committee shall consistently administer and enforce the provisions of this section.

**Amendment III:** The following new Section III, Paragraph 43 is added to the Declaration as follows:

43. Reinvestment Fee Covenant. Concurrently with the transfer of ownership or title to any Unit (whether such transfer be by sale or otherwise), the transferee shall notify the Association in writing of such transfer and shall pay to the Association a nonrefundable reinvestment fee in the amount of \$250.00. The burden of the reinvestment fee covenant is intended to run with the land and to bind successors in interest and assigns. The duration of the reinvestment fee covenant shall continue indefinitely, for so long as the Association exists. The reinvestment fee is for capital expenses, improvements to common areas and facilities, and for other Association expenses. The reinvestment fee shall be the personal obligation of the Unit Owner acquiring the Unit after the transfer of ownership or title to any Unit and shall constitute an assessment for which the Association has a lien.

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



## 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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