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THIRD AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
AND
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PLEASANT GREEN CONDOMINIUM

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This THIRD AMENDMENT TO THE DECLARATION OF CONDOMINIUM AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLEASANT GREEN CONDOMINIUM (the "Third Amendment") is entered by the Pleasant Green Condominium Owners Association, a Utah nonprofit corporation (the "Association").

RECITALS

A. The DECLARATION OF CONDOMINIUM AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLEASANT GREEN CONDOMINIUM (the "Declaration") for the Association was recorded with the Salt Lake County Recorder's office on April 8, 1997, as Entry No. 6614591 in Book 7638 beginning at Page 2132.

B. An AMENDMENT TO THE DECLARATION OF CONDOMINIUM AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLEASANT GREEN CONDOMINIUM for the Association was recorded with the Salt Lake County Recorder's office on May 15, 1997, as Entry No. 6644880 in Book 7667 beginning at Page 776.

C. The SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLEASANT GREEN CONDOMINIUM, containing the By Laws of Pleasant Green Condominium Owner's Association (the "Bylaws") as its Exhibit B, was recorded with the Salt Lake County Recorder's office on January 11, 2016, as Entry No. 12203227 in Book 10394 beginning at Page 5037.

D. This Third Amendment affects the real property located in Salt Lake County, State of Utah, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated herein by reference.

E. The Association desires to amend the Declaration and Bylaws as set forth in this Third Amendment. This Third Amendment is adopted to: (1) reduce the allowable rental cap from 50% to 35%, (2) authorize the Association to assess a reinvestment fee, (3) clarify that Board Members shall not be compensated, and (4) modify Board Member qualifications so that renters will no longer be permitted to serve on the Board of Directors.

F. Unless otherwise set forth herein, the capitalized terms shall have their same meanings and definitions as stated in the Declaration.

G. Pursuant to Article 16, Sections 16.3 and 16.5 of the Declaration, the undersigned hereby certifies that this Amendment was approved by at least sixty-seven percent (67%) of the total votes in the Association present in person or by proxy at a meeting of the Association held on the 29, day of May, 2019.

H. Pursuant to Article 9, Section 9.02 of the Bylaws, the undersigned hereby certifies that this Amendment was approved by at least a two-thirds (2/3) affirmative vote of the Unit Owners in person or by proxy at a meeting duly called for such purpose held on the 29, day of May, 2019.

AMENDMENTS

NOW, THEREFORE, in consideration of the foregoing Recitals, the Association hereby executes this Second Amendment, which shall be effective as of its recording date with the Salt Lake County Recorder's office.

1) **Amendment No. 1.** The following Article I, Section 1.28 shall be added to the Declaration:

1.28 **"Board Member"** shall mean a duly qualified and elected or appointed member of the Board of Directors.

2) **Amendment No. 2.** The following sentence shall be added to Section 5.4 of the Declaration:

No Board Member shall receive compensation or discounts in assessments for any services rendered to the Association as a Board Member; provided, however, that a Board Member may be reimbursed for expenses incurred in performance of such duties as a Board Member to the extent such expenses are approved by the Board of Directors. The Board shall not approve any Board Member or Owner to perform services for the Association in exchange for an offset of assessments owed to the Association. However, the Association and its Owners expressly waive the right to pursue a claim for any offsets or compensation approved or provided to a Board Member or Owner prior to the recordation of this Third Amendment.

3) **Amendment No. 3.** Section 5.5 of the Declaration is deleted in its entirety and replaced by the following new Section 5.5:

5.5 **Qualifications of Board Members.** Each member of the Board of Directors, or member of the Association's governing body (a "Board Member"), shall be at least 18 years of age and:

- (a) An Owner or the spouse of an Owner; or
- (b) An officer, partner, member, manager, trustee or beneficiary of any Owner if the Owner is a corporation, partnership, limited liability company, trust, or other entity.

If a Director ceases to meet any qualifications set forth in this Section 5.5 during the Director's term, such Director's membership on the Board shall automatically terminate.

4) **Amendment No. 4.** Section 9.13 of the Declaration is deleted in its entirety and replaced by the following new Section 9.13:

9.13 Leases. Notwithstanding anything to the contrary in this Declaration or in the Bylaws, any leasing and Non-Owner occupancy of a Unit shall be governed by this section and by Rules and procedures adopted as allowed in this section.

A. Definitions. For the purpose of this section:

(1) "Non-Owner Occupied Unit" means:

- (i) For a Unit owned in whole or in part by an individual or individuals, the Unit is occupied by someone but no individual Owner occupies the Unit as the individual Owner's primary residence; or
- (ii) For a Unit owned entirely by one or more entities or trusts, the Unit is occupied by anyone other than the person for whom the entity or trust was created or a Family Member of that person.

(2) "Family Member" means:

- (i) The spouse, parent, sibling, or child of an Owner and that Family Member's spouse and/or children, or
- (ii) In the case of a Unit owned by a trust or other entity created for estate planning purposes, a Person occupying the Unit if the trust or other estate planning entity that owns the Unit was created for the estate of (i) a current Occupant of the Unit; or (ii) the spouse, parent, child, or sibling of the current Occupant of the Unit.

B. No Restriction on Leasing and Non-Owner Occupancy. Subject to the requirements in subsections C, D, and E, any Unit may be leased or Non-Owner Occupied.

C. Maximum Number of Non-Owner Occupied Units. The number of Units permitted to be Non-Owner Occupied within the Association shall not exceed twenty-one (21) Units of the Association's total sixty-one (61) Units, subject to the provisions herein. The twenty-one (21) Unit maximum shall be calculated by including any grandfathered Units and those exempted Units under this Section. Any Units that are Non-Owner Occupied at the time this Declaration is recorded with the Salt Lake County Recorder's office shall be grandfathered and allowed to remain Non-Owner Occupied, subject to the provisions herein, until such time as the ownership of the Unit is conveyed or the Unit becomes Owner occupied. All grandfathered Units must conform to the provisions in this revised Section 9.13, and its subsections.

D. Permitted Association Rules. The Board of Directors may adopt further Association Rules requiring:

- (1) Reporting and procedural requirements related to Non-Owner Occupied Units and the Occupants of those Units, including, but not limited to, requiring informational forms to be filled out by Owners and/or residents identifying Non-Owner Occupants; providing a copy of any lease, or such other requirements as may be adopted by the Board of Directors as an Association Rule.
- (2) Payment of a move-in/move-out charge to the Association. This charge shall apply to all Units and not just Non-Owner Occupied Units.

- (3) Other reasonable administrative provisions consistent with and as it deems appropriate to enforce the requirements of this Declaration.
- E. Requirements for Leasing and Non-Owner Occupancy. The Owners of all Units must comply with the following provisions:
- (1) Any lease or agreement for otherwise allowable Non-Owner Occupancy must be in writing, must be for an initial term of not less than six (6) months, and shall provide as a term of the agreement that the resident shall comply with the Declaration, the Bylaws, and the Association Rules, and that any failure to comply shall be a default under the lease or agreement. If a lease or agreement for Non-Owner Occupancy (whether in writing or not) does not include these provisions, they shall nonetheless be deemed to be part of the lease or agreement and binding on the Owner and the resident.
 - (2) If required in the Association Rules or requested by the Board of Directors, a copy of any lease or other agreement for Non-Owner Occupancy shall be delivered to the Association within the time period provided for in the Association Rules or by the Board of Directors.
 - (3) A Non-Owner Occupant may not occupy any Unit for transient, short-term (less than six months), hotel, resort, vacation, or seasonal use (whether for pay or not).
 - (4) Daily and weekly occupation by Non-Owner Occupants is prohibited (whether for pay or not).
 - (5) Joint and Several Liability of Owner and Non-Owner Occupants. The Owner of a Unit shall be responsible for the Non-Owner Occupant's or any guest's compliance with the Governing Documents. The Owner and the Non-Owner Occupant, or similarly situated individual, shall be joint and severally liable for any violations of the Governing Documents. In addition to any other remedy for noncompliance with the Governing Documents, the Association shall have the right to initiate a forcible entry and unlawful detainer action, or similar such action, with the purpose of removing the Non-Owner Occupant. The Association, the Board of Directors, the manager, and any agent of the Association shall not have any liability for any action taken pursuant to this subparagraph and the Owner shall indemnify and pay the defense costs of the Association (with the Association's choice of counsel), the Board of Directors, and the manager arising from any claim related to any action taken in good faith by any of them pursuant to this subparagraph.
- F. Exceptions. If a Non-Owner Occupied Unit is owned by a Family Member of the Occupant, if the Owner is in the military and deployed for active duty, if the Owner is a trust or other entity created for estate planning purposes, or if the Unit Owner has been relocated for the Owner's employment for a period of no less than two years, then the following applies notwithstanding anything to the contrary herein:
- (1) Subsections C and D(1), D(3), & E(2) of this Section 9.13 shall not apply to that occupancy;

- (2) No written agreement regarding occupancy needs to be created between the Occupant and the Owner; and
 - (3) Any written agreement regarding occupancy, to the extent it exists, may not be requested by the Board of Directors until an Occupant has violated a provision of the Governing Documents and if requested, may only be requested related to remedying or taking action as a result of such a violation.
- G. Demanding Rental Payments from Tenant. Pursuant to Section 57-8-53 of the Utah Condominium Ownership Act, the Association shall have the right to demand and collect rent from any tenant in any Unit for which an Assessment is more than sixty (60) days late.
- 5) **Amendment No. 5.** Section 15.16 of the Declaration is deleted in its entirety and replaced by the following new Section 15.16:

15.16 Reinvestment Covenant Upon Sale or Transfer of a Unit. The Board of Directors may require the transferor/seller or transferee/buyer to pay a fee related to the transfer of a Unit (a "Reinvestment Fee") as provided for in Utah Code Ann. § 57-1-46, in an amount up to one half of one percent (.5%) of the value of the Unit at the time of the transfer. A transfer is any change in the ownership of the Unit as reflected in the office of the County recorder, regardless of whether it is pursuant to the a sale of the Unit or not. If a fee is required, the amount shall be set forth by the Board of Directors in the Rules. The value of the Unit for purposes of this section shall be the higher of: (1) the value of the Unit as determined by the property tax assessor on the date of the transfer of title, (2) the purchase price paid for the Unit related to the transfer, or (3) the value of the Unit on the date of the transfer of title as determined in an appraisal that may be obtained (in the discretion of the Board of Directors) and paid for by the Association using an appraiser selected by the transferee of the property from a list of ten appraisers selected by the Association. Unless and until the Board of Directors sets a different Reinvestment Fee or reduces the Reinvestment Fee to zero, the Reinvestment Fee shall be one half of one percent (0.5%). The Reinvestment Fee shall be due within thirty (30) days after the effective date of the deed or similar instrument transferring title. The Reinvestment Fee shall constitute an Assessment against the Unit in accordance with Article 6 of the Declaration.

- A. Purpose of the Reinvestment Fee. Once collected, the Reinvestment Fee may only be used by the Association to pay costs directly related to the transfer of the burdened property as well as:
- (1) Common planning, facilities, and infrastructure;
 - (2) Obligations arising from an environmental covenant;
 - (3) Community programming;
 - (4) Resort facilities;
 - (5) Open space;
 - (6) Recreation amenities;
 - (7) Charitable purposes; or
 - (8) Association expenses.
- B. Limitation on Reinvestment Fee. The Reinvestment Fee is not due and may not be

enforced against:

- (1) An involuntary transfer;
- (2) A transfer that results from Court order;
- (3) A bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity;
- (4) A transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; or
- (5) The transfer of burdened property by a financial institution, except to the extent that the reinvestment fee covenant requires the payment of the Association's costs directly related to the transfer of the burdened property, not to exceed \$250.

C. Additional Actions.

- (1) The Association shall have the authority to record any notice required by law to effectuate this provision.
- (2) The Association shall have the authority to enact Rules that may include: (a) requirements for Owners to provide sales and transfer documents, (b) requirements for the timing of responses to requests such as the selection of the appraiser, (c) default provisions if no selection is made such as allowing the Association to select the appraiser, and (d) other procedural requirements and rules as the Board of Directors deems appropriate to effectuate the terms of this provision in a prompt and reasonable manner.
- (3) If the law changes allowing higher transfer fees, the Board of Directors may increase the amounts in this section to the maximum amount allowed by law.

6) **Amendment No. 6.** The following Section 5.06 shall be added to the Bylaws:

Section 5.06 Compensation. Compensation of Officers of the Association is subject to the same provisions and guidelines for Board Members as set forth in these Bylaws at Section 4.10.

5) **Conflicts.** All remaining provisions of the Declaration and Bylaws and any prior amendments not specifically amended in this Amendment shall remain in full force and effect. In the case of any conflict between the provisions of this document and the provisions of the Declaration or any prior amendments, the provisions of this document shall in all respects govern and control.

6) **Incorporation and Supplementation of Declaration.** This document is supplemental to the Declaration and Bylaws, which by reference are made a part hereof, and all the terms, definitions, covenants, conditions, restrictions, and provisions thereof, unless specifically modified herein, are to apply to this document and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

IN WITNESS WHEREOF, the Association has executed this THIRD AMENDMENT TO THE DECLARATION OF CONDOMINIUM AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLEASANT GREEN CONDOMINIUM as of the day and year written below.

DATED as of the 21 day of June, 2019.

PLEASANT GREEN CONDOMINIUM OWNERS ASSOCIATION, a Utah non profit corporation

By: [Signature]
Name: Elizabeth Hayes
Its: President

By: [Signature]
Name: Lori Jones
Its: Secretary

STATE OF UTAH)
COUNTY OF Salt Lake) :ss

On June 21st 2019, before me, Phyllis Waechter, Notary Public, personally appeared Elizabeth Hayes and Lori Jones, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity as PRESIDENT and SECRETARY of the PLEASANT GREEN CONDOMINIUM OWNERS ASSOCIATION, and that by their signatures on the instrument the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

[Signature]
Notary Public

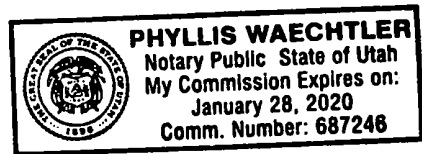


EXHIBIT A

(Legal Description of Property)

PARCEL DESCRIPTION FOR PLEASANT GREEN CONDOMINIUM

Beginning at a point South 89 degrees 34' 31" East 1185.14 feet along section line and South 00 degrees 25' 29" West 40.02 feet from the center of Section 29, Township 1 South, Range 2 West, Salt Lake Base and Meridian, said point being the Northeast corner of the Pleasant Green Acres No. 7 Subdivision as recorded and on file in the Office of the Salt Lake County Recorder as Entry No. 1784692, Book X, Page 24, and running thence South 89 degrees 34' 31" East 105.01 feet; thence South 00 degrees 10' 05" West 201.66 feet; thence South 89 degrees 36' 05" East 74.09 feet; thence South 00 degrees 07' 09" West 636.94 feet (The last 373.70 feet along the Westerly boundary line of the Old Farm Estates Phase I, as recorded and on file in the Office of the Salt Lake County Recorder As Entry No. 6092103, Book 95-6P, Page 132) to a point on a line common to the Old Farm Estates Phases I and II; thence South 89 degrees 42' 37" East 221.12 feet along said common line to the Westerly boundary line of the Old Farm Estates Phase II, as recorded and on file in the Office of the Salt Lake County Recorder as Entry No. 6333693, Book 96-4P, Page 122; thence South 00 degrees 07' 09" West 180.03 feet along said Westerly boundary line to the Northerly boundary line of said Old Farm Estates Phase II; thence North 89 degrees 41' 27" West 401.01 feet along said Northerly boundary line to the Easterly boundary line of the Pleasant Green Acres No. 9 Subdivision as recorded and on file in the Office of the Salt Lake County Recorder as Entry No. 1860890, Book Y, Page 82; thence North 00 degrees 10' 24" East 1018.93 feet (416.46 feet along said Pleasant Green Acres No. 9 Subdivision and the remainder along the Easterly boundary line of the aforementioned Pleasant Green Acres No. 7 Subdivision) to the point of beginning.

Contains 4.767 acres, more or less, (as described).

Pleasant Green Condominium Parcel Numbers

14-29-409-061-0000	14-29-409-013-0000	14-29-409-026-0000	14-29-409-039-0000	14-29-409-052-0000
14-29-409-001-0000	14-29-409-014-0000	14-29-409-027-0000	14-29-409-040-0000	14-29-409-053-0000
14-29-409-002-0000	14-29-409-015-0000	14-29-409-028-0000	14-29-409-041-0000	14-29-409-054-0000
14-29-409-003-0000	14-29-409-016-0000	14-29-409-029-0000	14-29-409-042-0000	14-29-409-055-0000
14-29-409-004-0000	14-29-409-017-0000	14-29-409-030-0000	14-29-409-043-0000	14-29-409-056-0000
14-29-409-005-0000	14-29-409-018-0000	14-29-409-031-0000	14-29-409-044-0000	14-29-409-057-0000
14-29-409-006-0000	14-29-409-019-0000	14-29-409-032-0000	14-29-409-045-0000	14-29-409-058-0000
14-29-409-007-0000	14-29-409-020-0000	14-29-409-033-0000	14-29-409-046-0000	14-29-409-059-0000
14-29-409-008-0000	14-29-409-021-0000	14-29-409-034-0000	14-29-409-047-0000	14-29-409-060-0000
14-29-409-009-0000	14-29-409-022-0000	14-29-409-035-0000	14-29-409-048-0000	
14-29-409-010-0000	14-29-409-023-0000	14-29-409-036-0000	14-29-409-049-0000	
14-29-409-011-0000	14-29-409-024-0000	14-29-409-037-0000	14-29-409-050-0000	
14-29-409-012-0000	14-29-409-025-0000	14-29-409-038-0000	14-29-409-051-0000	