

**THIRD AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
OF
MILLCREEK TERRACE CONDOMINIUMS**

**FOR
MILLCREEK TERRACE CONDOMINIUM OWNERS ASSOCIATION**

This THIRD AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF MILLCREEK TERRACE CONDOMINIUMS (the "Amendment") has been approved and adopted by the Millcreek Terrace Condominium Owners Association, a Utah nonprofit corporation (the "Association") and becomes effective when recorded with the Salt Lake County Recorder's Office.

RECITALS

A. The Association is a condominium association located in Millcreek, Utah, Salt Lake County that was originally made subject to certain covenants, conditions, and restrictions as provided in the "Declaration of Condominium of Millcreek Terrace, LLC Condominiums" which was recorded on March 25, 2009 as Entry No. 10656380 in the office of the Salt Lake County Recorder (the "Declaration").

B. The Declaration was amended and restated in its entirety by "Amendment #1 of the Declaration of Condominium of Millcreek Terrace, LLC Condominiums" which was recorded on April 8, 2009 as Entry No. 10670259 in the office of the Salt Lake County Recorder (the "First Restated Declaration").

C. Additional miscellaneous amendments titled the "First Amendment to Declaration of Condominium of Millcreek Terrace Condominiums" were recorded on March 20, 2012 as Entry No. 11353798 in the office of the Salt Lake County Recorder (the "First Amendment to the Restated Declaration").

D. In order to make corrections to and replace in its entirety the First Amendment to the Restated Declaration, the Association recorded "Amendment #2 to Declaration of Condominium of Millcreek Terrace Condominiums" which was recorded on April 18, 2012 as Entry No. 11373051 in the office of the Salt Lake County Recorder (the "Second Amendment to the Restated Declaration").

E. This Amendment affects the real property located in Salt Lake County, Utah described with particularity on Exhibit "A," which is attached hereto and incorporated herein by this reference (the "Property").

F. The Association consists of 28 Units and certain Common Area and Facilities.

G. The Association and Owners desire to further amend the First Restated Declaration as provided below as set forth in this Amendment.

H. Section 15.1 of the First Restated Declaration provides that the affirmative vote of at least 67% of the Percentage Interests shall be required to amend the declaration.

I. Section 14.4(j) of the First Restated Declaration requires that at least 51 percent of the First Mortgagees of the individual Units have given their approval prior to amending the First Restated Declaration.

J. All required approvals were obtained in accordance with Utah law and the First Restated Declaration prior to the recording of this Amendment.

K. Unless specifically modified herein, all remaining provisions of the First Restated Declaration shall remain in full force and effect.

L. In case of any conflict between the terms of this Amendment and the terms of the First Restated Declaration, the provisions of this Amendment shall control.

M. Unless otherwise provided in this Amendment, capitalized terms used herein shall have the same meaning and effect as used in the First Restated Declaration.

AMENDMENTS

Section 13.1 of the First Restated Declaration regarding Unit Use Restrictions shall be amended to read as follows:

13.1 Unit Use Restrictions. All Units within the Project shall be used exclusively for residential housing and for no other purposes. Any lease or rental agreement for a Unit must be in writing for a minimum term of no less than six (6) months and shall be subject to the terms of the Declaration, Bylaws, rules, and regulations, and other documentation of the Association. Additionally, no more than seven (7) Units may be rented at any given time and no individual Owner may rent or own more than three (3) Units. The Association shall adopt, by rule or resolution, procedures to determine and track the number of rentals and units in the condominium project and ensure consistent administration and enforcement.

An Owner who has a rental project in the condominium before the time this Amendment is recorded shall be permitted to continue renting until:

- (i) the unit owner occupies the unit;
- (ii) an officer, owner, member, trustee, beneficiary, director, or person holding a similar position of ownership or control of an entity or trust that holds an ownership interest in the unit, occupies the unit; or,
- (iii) the unit is transferred.

Notwithstanding the foregoing, the following rentals are exempt from the Rental Cap:

- (i) a unit owner in the military for the period of the unit owner's deployment;
- (ii) a unit occupied by a unit owner's parent, child, or sibling;
- (iii) a unit owner whose employer has relocated the unit owner for two years or less;
- (iv) a unit owned by an entity that is occupied by an individual who:
 - (A) has voting rights under the entity's organizing documents; and,
 - (B) has a 25% interest or greater share of ownership, control, and rights to profits and losses of the entity; or,
- (v) a unit owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for:
 - (A) the estate of a current resident of the unit; or,
 - (B) the parent, child, or sibling of the current resident of the unit.

CERTIFICATION

IN WITNESS WHEREOF, the Association, by and through its authorized agent, hereby certifies that all required approvals were obtained prior to the recording of this Amendment.

**MILLCREEK TERRACE CONDOMINIUM
OWNERS ASSOCIATION**

Vivian C. Newth
Authorized Representative

Vivian C. Newth
Printed Name

4/5/21
Date

On this 5 day of April, 2021, personally appeared before me, a notary public, Vivian Newth, who acknowledged that he/she executed the same.



Lauren Delker
Notary

Exhibit "A"

All of Millcreek Terrace LLC Condo, as shown on the Plat on record with the Salt Lake County Recorder.

28 Units and 1 Common Area parcel.

Parcel No. 16-32-381-001-0000 through 16-32-381-029-0000.