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8/2/2021 10:01:00 AM \$54.00
Book - 11215 Pg - 3928-3932
RASHELLE HOBBS
Recorder, Salt Lake County, UT
RICHARDS LAW PC
BY: eCASH, DEPUTY - EF 5 P.

**AMENDMENT TO THE
CONDOMINIUM DECLARATION
FOR
LINDENBROOK CONDOMINIUMS**

This Amendment to the Condominium Declaration for Lindenbrook Condominiums (“**Declaration**”) is made on the date evidenced below by the Lindenbrook Condominium Owners Association, Inc., a Utah nonprofit corporation (hereinafter “**Association**”).

RECITALS

A. Certain real property in Salt Lake County, State of Utah, known Lindenbrook Condominiums project was subjected to certain covenants, conditions, and restrictions pursuant to a Condominium Declaration for Lindenbrook Condominiums recorded on June 22, 2001, as Entry Number 7930051, in the Recorder’s Office for Salt Lake County, state of Utah.

B. This amendment shall be binding against the property described in the Declaration and any annexation or supplement thereto, as described in **EXHIBIT A**.

C. This Amendment is intended to restrict the short-term rentals in the community in order to better establish a residential community and help protect livability and the property values for all owners.

D. The Association deems regulating the terms for rentals within the community necessary and in the best interests of the owners.

E. Pursuant to Article XXVII of the Declaration, the undersigned officer(s) hereby certifies that the voting requirements to amend the Declaration have been satisfied to adopt this Amendment.

NOW THEREFORE, Article III, Section 6 of the Declaration is hereby deleted and replaced in its entirety as follows:

6. Rental of Units.

The terms “leasing,” “lease,” “renting,” “rent,” or “rental” used in reference to any Unit within the Association shall mean and refer to the granting of a right to use or occupy a Unit, to any person or entity for a specific term or indefinite term (with rent stated on a periodic basis), in exchange for the payment of rent (money, property or other goods or services of value); but shall

not mean nor include joint ownership of a property by means of joint tenancy, tenancy-in-common or other forms of co-ownership of a Unit.

(a) Restrictions. All Owners and Units shall be subject to the following restrictions:

(1) No Owner may lease or rent less than their entire Unit, that is, no individual rooms, partial, or separate space rentals are permitted, irrespective of whether the area is separate from the main living area of the Owner, unless prior express written consent of the Board of Directors ("Board") is received.

(2) No Owner may lease or rent their Unit or any space thereof for an initial term of less than **six (6) consecutive months**.

(3) No short term, daily, weekly or monthly rentals are permitted including, but not limited to, nightly or other short-term rentals through programs such as VRBO, Airbnb, or similar arrangements.

(4) Any Owner allowing a non-owner to occupy his or her Unit shall be responsible for the occupant's compliance with the Governing Documents.

(5) Except as to rights of ingress and egress to a Unit any Owner not residing on the Property shall be deemed to have delegated his or her right of enjoyment and use of and to the Common Area Facilities and amenities to any tenants, contract purchasers, or other occupants of the Unit who actually reside on the Property and no person other than **residents** and their guests (up to the number that may be established by rule from time to time) may use any Common Area facility or amenity.

(b) Application. Owners desiring to rent or lease their Unit shall submit a written request to lease to the Board. Additionally, the Owner shall submit to the Board within thirty (30) days of occupancy by the tenants, the names and contact information of those occupying the Unit and a copy of the lease application.

(1) All Owners shall provide the Board with a copy of the fully executed lease by the parties, which shall be kept on file with the books and records of the Association.

(2) If an Owner fails to submit the required application, fails to use and submit a copy of the lease agreement and rents or leases any Unit, the Board may assess fines against the Owner or Tenant (consistent with Utah law) and the Owner's Unit. In addition, regardless of whether any fines have been imposed, the Board may proceed with any other available legal remedies, including but not limited to an action to terminate the rental or lease agreement and removal of any tenant or lessee.

(c) Enforcement. The Association shall be entitled to recover from the offending Owner its costs and attorney's fees incurred for enforcement of this Article regardless of whether any lawsuit or other action is commenced. The Association may assess such costs and attorney's

fees against the Owner and the Unit as an assessment pursuant to this Declaration.

(d) Lease Agreement. Rental and lease agreements shall comply with this subsection.

(1) The Owner shall provide the tenant or lessee with a copy of the Declaration, the Bylaws, including any relevant amendments to such documents, and all rules and regulations (“Governing Documents”) then in effect and shall take a receipt for delivery of the documents. In the event any such documents are amended, revised, changed, or supplemented by the Association, the Owner shall provide the tenant or lessee with a copy of the amendments, revisions, changes, or supplements within ten (10) calendar days of adoption by the Association, its Board, or its membership.

(2) Upon the commencement of the rental or lease period, the Owner shall provide the Association with a signed copy of the Lease Agreement.

(3) The initial Lease Agreement and any extension thereof is required to have a provision that the tenant or lessee shall abide by the terms of the Governing Documents, or the lessee shall be in violation of the Lease and Governing Documents.

(4) No sub-leasing of any Unit or portion thereof, shall be permitted.

(e) Certifications by Owner. Owner shall certify and confirm to the Board that it has conducted its own credit and background check and that the tenant meets the standards of the Owner.

(f) Remedies. In addition to any other remedies available to the Association, the Board may require the Owner to terminate a lease or rental agreement if the Board determines that any lessee or tenant has violated any provision of the Declaration, the Articles of Incorporation, the Bylaws, or any amendments thereto, or the rules and regulations adopted thereto. If an Owner fails to correct any such violations related to their tenants or fails to terminate the lease pursuant to the above, the Owner hereby grants the Board standing to initiate eviction proceedings against their tenant and considers the Association a third-party beneficiary to its rental/lease agreement.

(g) Additional Rules. The Board is authorized to promulgate additional rules, procedures and requirements regarding rentals and the rental process as it deems necessary from time to time to give effect to, or further clarify, this amendment.

[signatures on the next page]

EXHIBIT A

Legal Description

All Units and Common Area (17 total) within LINDENBROOK CONDO, as recorded in the office of the Salt Lake County Recorder.

Parcel Numbers: 21282050010000 through 21282050170000