

**SIXTH AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF
RICHARDS COURT CONDOMINIUMS**

This Sixth Amendment to the Declaration of Condominium of Richards Court Condominiums (“Amendment”) is executed on the date set forth below, by the Richards Court Condominiums Owners Association, Inc., a Utah nonprofit corporation (“Association”) and shall become effective against the Project, including the parcels identified in Exhibit A below, when recorded with the Salt Lake County Recorder.

RECITALS

A. The Richards Court Condominiums were made subject to that certain instrument entitled “Declaration of Condominium of the Richards Court Condominiums”, which was recorded with the Salt Lake County Recorder on January 13, 2010 as Entry No. 10878446 (“Original Declaration”).

B. The Original Declaration was amended and replaced by that certain instrument entitled “Amended and Restated Declaration of Condominium of the Richards Court Condominiums”, which was recorded with the Salt Lake County Recorder on April 19, 2013 as Entry No. 11622283 (“Declaration”).

C. The Declaration was first amended by that certain instrument entitled “First Amendment to Amended and Restated Declaration of Condominium of Richards Court Condominiums”, which was recorded with the Salt Lake County Recorder on April 23, 2015, as Entry No. 12036382.

D. The Declaration was next amended by that certain instrument entitled “Second Amendment to Amended and Restated Declaration of the Condominium of Richards Court Condominiums”, which was recorded with the Salt Lake County Recorder on December 29, 2015, as Entry No. 12196799.

E. The Declaration was next amended by that certain instrument entitled “Third Amendment to Amended and Restated Declaration of Condominium of the Richards Court Condominiums”, which was recorded with the Salt Lake County Recorder on November 4, 2016, as Entry No. 12405606.

F. The Declaration was next amended by that certain instrument entitled “Fourth Amendment to Amended and Restated Declaration of the Condominium of Richards Court

Condominiums”, which was recorded with the Salt Lake County Recorder on December 20, 2016, as Entry No. 12438252.

G. The Declaration was next amended by that certain instrument entitled “Fifth Amendment to Amended and Restated Declaration of the Condominium of the Richards Court Condominiums”, which was recorded with the Salt Lake County Recorder on April 27, 2022, as Entry No. 13940923.

H. The Association desires to amend Section 12.5 of the Declaration to clarify its rental policies; restrictions, and allowances. This Amendment shall supersede any language to the contrary found elsewhere in the Declaration.

I. Section 16.3.1 of the Declaration provides that it may be amended with the affirmative vote of at least 66% of the Ownership Interests within the Association.

J. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration.

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

AMENDMENT

Article 12, Section 12.5 of the Declaration is hereby amended to read as follows:

12.5 Unit Leasing. The Association desires that the residents within the Project be primarily made up of Owner occupants. Except as otherwise provided in this Section 12.5, no more than five (5) Units may be leased at any given time.

12.5.1 Leases Subject to Governing Documents. “Leasing” in any grammatical form, as used in this Section 12.5, means granting the right to use or occupy a Unit to a non-Owner while no Owner simultaneously occupies the Unit. Any leasing arrangement or agreement (hereinafter in this Section 12.5 referred to as a “lease” or “lease agreement”) between an Owner and an occupant respecting a Unit shall be subject in all respects to the provisions and requirements of the Governing Documents and any failure by an occupant to comply therewith shall be a default under the lease agreement. An Owner shall be responsible and liable, jointly and severally, with its occupant(s) for any damage to the Project caused by such occupant(s) or any fines levied by the Association for an occupant’s violations of the Governing Documents.

12.5.2 Restrictions on Leasing.

(a) Any Owner shall apply to and receive prior written approval from the Management Committee in the event (i) an Owner is not simultaneously occupying a Unit, and (ii) such Owner intends to lease or otherwise cause or allow any other non-Owner person to occupy such Unit (hereinafter in this Section 12.5 referred to as a “Non-Owner Occupant”).

(b) No Non-Owner Occupant shall be allowed to use or occupy a Unit without Management Committee approval. The Management Committee may withhold its approval if: (i) the Owner is not current in the payment of all assessments; (ii) five (5) or more Units are already occupied or used by other Non-Owner Occupants (hereinafter in this Section 12.5 referred to as the “Non-Owner

Occupant Lease Cap”); or (iii) the lease would violate other provisions of the Declaration or Rules of the Project or other applicable law, including the Condominium Act.

(c) **Statutory Exemptions.** The following shall not count towards and are exempt from the Non-Owner Occupant Lease Cap: (i) a lease by an Owner while the Owner is deployed by the military; (ii) a lease to an Owner’s parent, grandparent, child, grandchild, or sibling; (iii) a lease necessitated by an Owner being relocated by the Owner’s employer for 2 years or less; (iv) a Unit owned by an entity that is occupied by an individual who has voting rights under the entity’s organizing documents, and has a 25% or greater share of ownership, control, and right to profits and losses of the entity; or (v) a Unit that is owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of a current resident of the Unit, or the parent, child, or sibling of the current resident of the Unit.

(d) **Hardship Exemption.** If the Non-Owner Occupant Lease Cap has been reached, the Management Committee may, without obligation and in its sole discretion, grant an exception therefrom to prevent a hardship scenario. Hardship examples may include, without limitation, an Owner relocating for charitable or religious service when such Owner intends to return to reside in the Unit, or as needed for an Owner’s health or disability. No hardship exception may be granted by the Management Committee for more than 3 years.

(e) **Grandfathered Exemption.** All Units that are being leased at the time this amendment is recorded shall be “grandfathered” in under the Non-Owner Occupant Lease Cap until the Unit owner (or an officer, director, trustee, or beneficiary of the entity that owns the Unit) occupies the Unit; or the Unit is transferred as provided in the Condominium Act. These grandfathered Units shall however count towards the Non-Owner Occupant Lease Cap and are subject to the other restrictions and requirements set forth herein or further established by the Rules of the Association.

(f) An Owner who is permitted to lease his or her Unit pursuant to Section 12.5 shall have a written lease agreement with his or her tenant(s), which shall provide that the terms of the lease agreement are subject in all respects to the provisions of the Governing Documents and any failure by an occupant to comply therewith shall be a default under the lease agreement. No Unit shall be leased until the Association has received a copy of the lease agreement. The names and contact information of each tenant shall be provided to the Management Committee before a tenant moves in. The Management Committee may require additional information for any tenants, including, without limitation, vehicle descriptions. Any fees or costs incurred by the Association as a result of a lease or the approval thereof shall be paid by the respective Owner as a Section 6.4 assessment. Any lease between an Owner and a Non-Owner Occupant or tenant that does not have the written approval of the Management Committee shall be null and void. Any Owner that causes or allows a Non-Owner Occupant or tenant to occupy or use such Owner’s Unit without Management Committee approval shall be in default of this Declaration. The Management Committee may adopt additional Rules and establish policies relating to the leasing of Units.

(g) When an Owner is not simultaneously occupying a Unit, a Unit may only be leased as a single premise to tenants living and using the premises as a single household, with rents paid as if from a single Person. When an Owner is not simultaneously occupying a Unit, individual room rentals or rentals to multiple tenants not using the premises as a single household are strictly prohibited.

(h) All lease agreements shall be for an initial term of no less than twelve (12) months. Short-term rentals (daily, weekly, monthly, and so forth) are prohibited. The leasing of a Unit for transient, hotel, or seasonal purposes is also prohibited.

12.5.3. Violation Remedies. If an Owner fails to comply with this Section 12.5 or leases a Unit in violation of Section 12.5, the Management Committee may:

- (a) Assess fines against the Owner and Owner's Unit pursuant to a schedule of fines established by the Management Committee.
- (b) Regardless of whether any fines have been imposed, proceed with any other available legal remedies, including, without limitation, an action to require the Owner to terminate the lease and remove the tenant or Non-Owner Occupant.
- (c) Pursuant to Rules adopted under this Section, if the Management Committee determines that a Non-Owner Occupant has violated a provision of the Governing Documents, the Management Committee may require an Owner to terminate the lease with that Non-Owner Occupant.
- (d) In addition to any other remedy for non-compliance, after reasonable notice of a violation of this Section 12.5 or any Rules adopted hereunder, the Association shall have the right to initiate an action and obtain a forcible entry and unlawful detainer order from the court, or similar action, with the purpose of removing the offending Non-Owner Occupant. The Association, the Management Committee, and the Manager, if any, shall not have any liability for any action taken pursuant to this subsection and the Owner shall indemnify and pay the defense costs of the Association, the Management Committee, and the Manager arising from any claim related to any action taken in good faith by any of them pursuant to this subsection, including attorneys' fees.
- (e) Take any other action allowed by applicable law.

12.5.4. Costs and Fees. Fines, charges, and expenses incurred in enforcing the Governing Documents with respect to a lease or Non-Owner Occupant, and for any costs incurred by the Association in connection with any action under this Section 12.5, including reasonable attorney fees (regardless of whether any lawsuit or other action is commenced), are assessments contemplated under Section 6.4 of the Declaration against the Owner and Unit which may be collected by the Association.

CERTIFICATION

The foregoing amendments were duly approved as required by Section 16.3.1 of the Declaration.

**RICHARDS COURT CONDOMINIUMS
OWNERS ASSOCIATION, INC.**, a Utah nonprofit
corporation

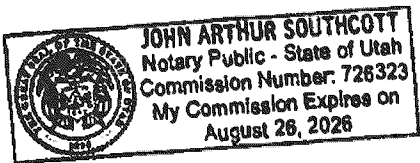
By: Robert A. Vogel

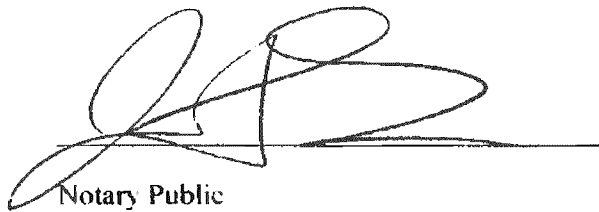
Name: ROBERT A. VOGEL

Its: PRESIDENT

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 11 day of JULY,
2023, by ROBERT A. VOGEL, the PRESIDENT of the Richards
Court Condominiums Owners Association, Inc.



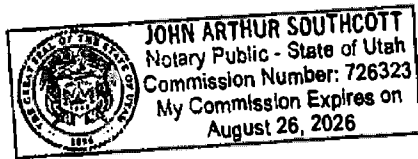

Notary Public

**RICHARDS COURT CONDOMINIUMS
OWNERS ASSOCIATION, INC.,** a Utah nonprofit
corporation

By: Tracy Mayer
Name: Tracy Mayer
Its: Secretary

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 11 day of JULY,
2023, by ~~ROBERT J. DEAN~~ TRACY MAYER, the ~~SECRETARY~~ SECRETARY of the Richards
Court Condominiums Owners Association, Inc.



[Signature]
Notary Public

EXHIBIT A
LEGAL DESCRIPTIONS

All Units and Common Areas of Richards Court Condominiums, according to the official plats filed in the office of the Salt Lake County Recorder, including the plat's First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment.

Parcel Numbers:

15-01-231-001 through 15-01-231-009;

15-01-231-012 through 15-01-231-031;

15-01-231-038 through 15-01-231-051;

15-01-231-054 through 15-01-231-087;

15-01-231-092

15-01-231-094

15-01-231-096

15-01-231-098

15-01-231-100

15-01-231-101 (Common Areas)