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12/10/97 4:06 PM 20.00  
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NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
JAMES R BLAKESLEY  
2102 E 3300 S  
SLC, UT 84109  
REC BY:R FRESQUES ,DEPUTY - WI

WHEN RECORDED RETURN TO:  
James R. Blakesley  
Attorney at Law  
2102 East 3300 South  
Salt Lake City, Utah 84109

AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
FOR  
CENTURY PARK EAST CONDOMINIUMS

This Amendment to the Declaration of Condominium for Century Park East Condominiums is made and executed this 31 day of October, 1997 by the CENTURY PARK EAST CONDOMINIUMS HOMEOWNERS ASSOCIATION of 3370 South 300 East, Salt Lake City, Utah 84115 (hereinafter referred to as the "Association").

RECITALS

A. The original Declaration of Condominium for Century Park East Condominiums was recorded in the office of the County Recorder of Salt Lake County, Utah on March 1, 1996, in Book 7342, at Page 1558, and as Entry No. 6293173 of the official records (the "Original Declaration").

B. The Original Declaration was modified by a written instrument recorded in the office of the County Recorder of Salt Lake County, Utah on the 10 day of December, 1997 as Entry No. 6811234, in Book \_\_\_\_\_, at Page \_\_\_\_\_ of the Official records (the "First Amendment").

D. The Unit Owners desire to modify the leasing restrictions at the Project.

E. The voting requirements of Section 16.3 of the Declaration and Section 14 of the By-Laws have been satisfied.

F. The Association is managed, operated and controlled by its agent, a Management Committee duly elected by the Unit Owners pursuant to the terms and provisions of the original Declaration.

NOW, THEREFORE, for the reasons recited above the Original Declaration, as heretofore amended, is hereby modified as follows:

1. Section 9.1(v) of the Declaration of Condominium for Century Park East Condominiums entitled "Leases" is hereby deleted in its entirety and the following language is substituted in lieu thereof:

(v) Leasing Restrictions. All Units in the Project must be owner-occupied.

1. Leasing Prohibition. The leasing of Units is prohibited in order for the Association to:

a. Equity. Protect the equity of the individual property owners;

b. Home Owners and Occupants. Carry out the purpose for which the Project was formed by preserving the character of the Project as a homogeneous residential community of predominantly owner-occupied Units and by preventing the Project from assuming the character of an apartment, renter-occupied complex; and

c. Financing. Comply with the eligibility, requirements for financing in the

BK 7827 PG 2042

secondary mortgage market insofar as such criteria provide that the project be substantially owner-occupied, leasing of a Unit or Units shall be prohibited, except in the case of undue hardship as provided below.

2. Definition. For purposes of this Section, the term "owner-occupied" shall be deemed to mean occupancy by the vested owner of record or his spouse, son, daughter, mother or father.

3. Exceptions to Leasing Prohibition. The leasing prohibition is subject to the following two (2) exceptions, to wit:

a. Hardship Exception. The Board of Directors, in its sole discretion, shall be empowered to allow reasonable leasing of Units upon written application to avoid undue hardship on an Owner. By way of illustration and not by limitation, examples of circumstances which would constitute undue hardship are those in which: 1) an Owner must relocate his residence and cannot, within ninety (90) days from the date the Unit was placed on the market, sell the Unit while offering it for sale at a reasonable price no greater than its current appraised market value; 2) the Owner dies and the Unit is being administered by his estate; 3) the Unit is to be leased to a member of the Owner's immediate family, which shall be deemed to encompass children, grandchildren, grandparents, brothers, sisters, parents, and spouses. Those Owners who have demonstrated that the inability to lease their Unit would result in undue hardship and have obtained the requisite approval of the Board of Directors may lease their Units for such duration as the Board of Directors reasonably determines is necessary to prevent undue hardship.

1) Application for Hardship Exception. Any Owner who believes that he must lease his Unit to avoid undue hardship shall submit a written application to the Board of Directors setting forth the circumstances necessitating the leasing, a copy of the proposed lease, and such other information as the Board of Directors may reasonably require.

2) Prior Written Approval of Board of Directors Required. Leasing in the case of undue hardship shall be permitted only upon the Board's written approval of the Owner's application.

3) Copy of Lease to be Provided. When a lease is approved, a copy of the lease, signed by the lessee and lessor, shall be submitted to the Board of Directors within ten (10) days after it has been signed by both parties.

b. Grandfather Exemption. The foregoing leasing restrictions shall not apply to the Units (the "Grandfathered Units") noted on Exhibit "B" attached hereto and incorporated herein by this reference. The Grandfathered Units may continue to be leased without restriction for so long as record title to said Units remains vested in the name of the respective Owner(s) thereof (the "Grandfathered Owner(s)"). The term "Grandfathered Owner" shall include a succeeding "Trust" or other "Person" (the "Qualified Successor Owner(s)") in which the Grandfathered Owner or such Owner's spouse, son, daughter, father or mother holds a beneficial interest in such Qualified Successor Owner of at least fifty percent (50%). Upon the conveyance of the Grandfathered Unit by the Grandfathered Owner or Qualified Successor Owner, the said Unit shall immediately become subject to the restrictions set forth above.

4. Types of Leasing Prohibited. No Owner shall be permitted to lease his Unit for transient, seasonal, corporate, recreational or hotel purposes, which shall be defined as the rental of a Unit for any initial term of less than one (1) year. No Owner may lease less than his entire Unit.

BK 7827PG2043

5. Percentage Limitation. Anything to the contrary notwithstanding, at least eighty percent (80%) of the Units shall be Owner occupied at all times and a single Owner may not be the proprietor of more than ten percent (10%) of the Units at any one (1) time.

6. Leasing Rules and Regulations. The Board of Directors shall have the power to make and enforce reasonable rules and regulations regarding leases, and to levy fines and sanctions for violations of the Declaration, Bylaws, and the Association Rules, in order to enforce the provisions of this subsection.

7. Voidable Transactions. Any transaction which does not comply with this Section shall be voidable at the option of the Board of Directors.

8. Owner's Continuing Obligation. All obligations of the Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that he may have leased or rented his Unit.

9. Assignment of Common Area Privileges. If a Unit is leased or rented, the lessee or renter, not the Unit Owner, has the right to use the common areas and facilities.

10. Written Lease Agreement Required. Any agreement for the leasing, rental, or occupancy of a Unit shall be in writing.

11. Obligation to Comply. Any lessee or renter shall be subject to and bound by the use restrictions set forth herein and by virtue of taking possession of a Unit is deemed to have expressly agreed not to create or maintain a nuisance, or to bother, annoy or disturb the other residents, or to interfere with the right of other residents to the quiet and peaceful enjoyment of the property.

12. Subject to Project Documents. Every lease shall provide that the terms of such lease shall be subject in all respects to the provisions of this Declaration, the Bylaws and the Association Rules.

13. Failure to Abide By Project Documents Constitutes Default. The lease shall further provide that any failure by the Resident thereunder to comply with the terms of the foregoing documents shall be a default under the lease.

14. Owner Must Assure Compliance. Any Owner who shall lease his Unit shall be responsible for assuring compliance by the Resident with this Declaration, the Bylaws and the Association Rules.

15. Right of Association to Take Legal Action in Event of Owner's Refusal to Do So. Failure by an Owner to take legal action, including the institution of an unlawful detainer and/or eviction proceedings against his Resident who is in violation of this Declaration, the Bylaws or the Association Rules within ten (10) days after receipt of written demand so to do from the Board of Directors, shall entitle the Association, through the Board of Directors, to take any and all such action including the institution of proceedings in forcible entry and detainer on behalf of such Owner against his Resident.

16. Association's Right to Reimbursement of Costs, Expenses and Attorney's Fees. Any expenses incurred by the Association, including attorneys' fees and costs of suit, shall be repaid to it by such Owner. The costs, expenses and attorney's fees are the debt of the Owner at the time the assessment is made and are collectible as such. If the Owner fails or refuses to make any payment of the costs, expenses or attorney's fees when due, that amount constitutes a lien on the interest of the Owner in the Property.

BK 7827 PG 2044

17. Provisions and Restrictions Constructively Included. If any lease does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be a part of the lease and binding on the Owner and Resident by virtue of their inclusion in this Declaration.

18. Limitation of Liability. Neither the Association nor any agent retained by the Association to manage the Project shall be liable to the Owner or Resident for any eviction under this Section that is made in good faith.

2. Conflict. In the event of any conflict, inconsistency, or incongruity between the provisions of this document and the provisions of the Original Declaration, as heretofore amended, the provisions of this document shall in all respects govern and control.

3. Effective Date. This document shall become effective the date it is recorded in the office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first above written.

CENTURY PARK EAST CONDOMINIUMS  
HOMEOWNERS ASSOCIATION

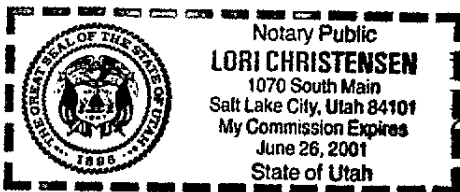
By: Jim Sylte  
Title: Jim Sylte, President

By: Kay Abston  
Title: Kay Abston, Vice-President

By: Jen Cragun  
Title: Jen Cragun, Secretary

STATE OF UTAH )  
COUNTY OF SALT LAKE ) )SS:

On the 31 day of October, 1997 personally appeared before me Jim Sylte, Kay Abston and Jen Cragun, who by me being duly sworn, did say that they are the President, Vice-President and Secretary of the CENTURY PARK EAST CONDOMINIUMS HOMEOWNERS ASSOCIATION, and that the within and foregoing instrument was signed in behalf of said Association by authority of a resolution of its Board of Directors, and said Jim Sylte, Kay Abston and Jen Cragun duly acknowledged to me that said Association executed the same.



Lori Christensen  
NOTARY PUBLIC  
Residing at: Salt Lake  
Commission Expires: 6/26/01

EXHIBIT "A"  
LEGAL DESCRIPTION

The Property described in the foregoing Declaration is located in Salt Lake County, Utah and is described more particularly as follows:

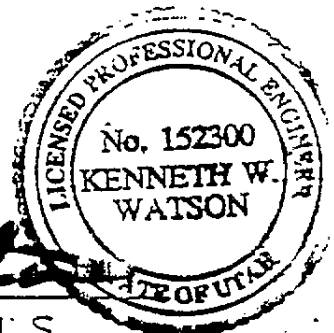
SURVEYOR'S CERTIFICATE

I, Kenneth W. Watson, do hereby certify that I am a Registered Civil Engineer, and Land Surveyor, and that I hold certificate No. 152300/158397, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, hereafter to be known as CENTURY PARK EAST CONDOMINIUMS.

BOUNDARY DESCRIPTION

PARCEL LEGAL DESCRIPTION

BEGINNING AT THE NORTHEAST CORNER OF LOT 11, BLOCK 17, TEN ACRE PLAT "A", BIG FIELD SURVEY: SAID POINT ALSO BEING SOUTH 00°18'16" WEST 607.253 FEET AND SOUTH 89°55'08" WEST 33.000 FEET FROM A MONUMENT FOUND IN 3300 SOUTH AND 300 EAST STREET, AND RUNNING THENCE SOUTH 00°18'16" WEST 198.000 FEET, 89°55'08" WEST 343.200 FEET, THENCE SOUTH 00°18'16" WEST 8.100 FEET, THENCE SOUTH 89°55'08" WEST 157.150 FEET, THENCE NORTH 00°18'16" EAST 51.000 FEET, THENCE SOUTH 89°55'05" WEST 210.768 FEET, THENCE NORTH 00°08'07" EAST 155.100 FEET, THENCE NORTH 89°55'08" EAST 711.576 FEET TO THE POINT OF BEGINNING.  
AREA CONTAINING 3.05 ACRES (133,065 SQ.FT.)



*Kenneth W. Watson*  
KENNETH W. WATSON, P.E., L.S.  
REG. PROFESSIONAL ENGINEER (#152300)  
REG. PROFESSIONAL LAND SURVEYOR (#158397)

2-12-96  
DATE

NOT LEGIBLE FOR MICROFILM  
COL. RESORTER

WATSON

**EXHIBIT "B"**  
**LIST OF GRANDFATHERED UNITS**

<u>NAME</u>	<u>STREET ADDRESS</u>	<u>UNIT NO.</u>
Marsha Jensen	12479 South 1255 West Riverton, Utah 84065	B258
Daniel Dagloria	218 New Century Lane #C Salt Lake City, Utah 84115	C218
Margot Shott Sher Nielson	258 New Century Lane #E Salt Lake City, Utah	E258