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AMENDMENT TO THE DECLARATION AND BYLAWS OF
THE MAYFLOWER CONDOMINIUM ASSOCIATION

NOW, THEREFORE, the undersigned hereby state and declare that paragraph 15 of the Declaration and Bylaws of the Mayflower Condominium are hereby amended as follows:

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7017044
07/06/98 08:30 AM 52.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
MAYFLOWER CONDO ASSOC-B LARSON
1283 E SOUTH TEMPLE #401
SLC UT 84102
REC BY:R JORDAN ,DEPUTY

BK 8027 PG 2680

15. Ownership and Leasing of Units.

Anything to the contrary notwithstanding, in order for the Association to protect the equity of the individual property owners; 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 investment property, apartment, or renter occupied project; and comply with the eligibility requirements for financing in the secondary mortgage market insofar as such criteria provide that the Project be substantially owner-occupied, the following restrictions shall apply:

15.1 No person or his affiliate shall own more than one (1) Unit. For purposes of this Section, the term "affiliate" means, with respect to any person:

15.1.1 any officer, director, trustee, general partner, member, employee or current holder of ten percent (10%) or more of any class of the outstanding voting securities of, or equity or profits interest in, such person;

15.1.2 any organization controlling, controlled by or under common control with such person;

15.1.3 any officer, director, trustee, general partner, member, employee or current holder of ten percent (10%) or more of any class of the outstanding voting securities of, or equity or profits interest in, any organization controlling, controlled by or under common control of such person; and

15.1.4 any relative or spouse (or any relative of such spouse) of any individual included in clause 15.1.2 or 15.1.1 above.

The term "control" means, with respect to a corporation or limited liability company, the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the corporation or limited liability company, and, with respect to any individual, partnership, trust, other entity or association, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity. Anything to the contrary notwithstanding, the foregoing ownership restrictions shall not apply to the Units noted below (the "Grandfathered Units"). The Grandfathered Units may continue to be owned by the same person 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.

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	<u>Unit No.</u>	<u>Unit Address:</u>	<u>Owner(s)</u>
1.	502	1283 East South Temple, #502	Mecklenburg, LLC
2.	402	1283 East South Temple, #402	Mecklenburg, LLC
3.	301	1283 East South Temple, #301	Robert E. Mansfield
4.	B-4	1283 East South Temple, #B-4	Robert E. Mansfield

15.2 All Units in the Project must be owner-occupied and the leasing of Units is prohibited. The term "owner-occupied" means occupied by the vested owner of record or his spouse, son, daughter, mother or father. No Units shall be leased, except in the case of undue hardship or as otherwise expressly provided below.

15.2.1 The Management Committee, 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 limitations, examples of circumstances which would constitute undue hardship are those in which: (a) 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; (b) the Owner dies and the Unit is being administered by his estate; (c) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit; (d) 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 Management Committee may lease their Units for such duration as the Management Committee reasonably determines is necessary to prevent undue hardship. Any Owner who believes that he must lease his Unit to avoid undue hardship shall submit a written application to the Management Committee setting forth the circumstances necessitating the leasing, a copy of the proposed lease, and such other information as the Management Committee may reasonably require. Leasing in the case of undue hardship shall be permitted only upon the Management Committee's written approval of the Owner's application. When a lease is approved, a copy of the lease, signed by the lessee and lessor, shall be submitted to the Management Committee with ten (10) days after it has been signed by both parties. The Management Committee shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with the Declaration and Bylaws, in order to enforce the provisions of this subparagraph. Any transaction which does not comply with this Section shall be voidable at the option of the Management Committee.

15.2.2 Anything to the contrary notwithstanding, the foregoing restrictions shall not apply to the Units noted below (the "Grandfathered Units"). 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.

<u>Unit No.</u>	<u>Unit Address:</u>	<u>Owner(s)</u>
1. B-4	1283 East South Temple, #B-4	Robert E. Mansfield

15.2.3 All leases of Units shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and Bylaws, and that failure of the tenant to comply with the terms of said documents shall be a default under the lease.

15.2.4 No lease shall be for a term greater than one (1) year. However, a lease can be renewed for successive one (1) year terms.

15.2.5 No Unit Owner shall be permitted to lease his Unit for transient, hotel, short term, seasonal, time-share, or corporate use which, for purposes of this section, means any lease with an initial term of less than six (6) months.

15.2.6 No Unit Owner shall lease less than the entire unit. No individual rooms or any fraction or portion of the Unit may be leased. No Unit may be used as a boarding house.

15.2.7 No tenant shall be given the right to sublease or subrent the leased unit. Subleasing or subrenting shall include, but is not limited to, allowing persons to reside in the unit who are not expressly identified in the lease.

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KEY: The unmodified text is the existing language. The "shadow" shows text to be added and the "strikeout" shows text to be deleted.

RESOLUTION No. 1 dated June 18, 1998

The purpose of RESOLUTION NO. 1 is to preserve the MAYFLOWER as an owner occupied project and to avoid becoming an investment property, "apartment" complex or vacation resort while at the same time protecting those unit owners who currently own more than one unit or who are currently renting their units and providing for an exemption in "hardship" cases.

IT IS PROPOSED, pursuant to Section 20 of the DECLARATION and BYLAWS, that Section 15 of the DECLARATION and BYLAWS be modified to read as follows

15. Ownership and Leasing of Units.

Anything to the contrary notwithstanding, in order for the Association to protect the equity of the individual property owners, 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 investment property, apartment, or renter occupied project, and comply with the eligibility requirements for financing in the secondary mortgage market insofar as such criteria provide that the Project be substantially owner-occupied, the following restrictions shall apply:

15.1 No person or his affiliate shall own more than one (1) Unit. For purposes of this Section, the term "affiliate" means, with respect to any person:

15.1.1 any officer, director, trustee, general partner, member, employee or current holder of ten percent (10%) or more of any class of the outstanding voting securities of, or equity or profits interest in, such person;

15.1.2 any organization controlling, controlled by or under common control with such person;

15.1.3 any officer, director, trustee, general partner, member, employee or current holder of ten percent (10%) or more of any class of the outstanding voting securities of, or equity or profits interest in, any organization controlling, controlled by or under common control of such person; and

15.1.4 any relative or spouse (or any relative of such spouse) of any individual included in clause 15.1.2 or 15.1.1 above.

The term "control" means, with respect to a corporation or limited liability company, the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the corporation or limited liability company, and, with respect to any individual, partnership, trust,

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other entity or association, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity. Anything to the contrary notwithstanding, the foregoing ownership restrictions shall not apply to the Units noted below (the "Grandfathered Units"). The Grandfathered Units may continue to be owned by the same person 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.

Unit No.	Unit Address.	Owner(s)
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1
2
3

15.2 All Units in the Project must be owner-occupied and the leasing of Units is prohibited. The term "owner-occupied" means occupied by the vested owner of record or his spouse, son, daughter, mother or father. No Units shall be leased, except in the case of undue hardship or as otherwise expressly provided below.

15.2.1 The Management Committee, 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 limitations, examples of circumstances which would constitute undue hardship are those in which: (a) 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; (b) the Owner dies and the Unit is being administered by his estate; (c) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit; (d) 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 Management Committee may lease their Units for such duration as the Management Committee reasonably determines is necessary to prevent undue hardship. Any Owner who believes that he must lease his Unit to avoid undue hardship shall submit a written application to the Management Committee setting forth the circumstances necessitating the leasing, a copy of the proposed lease, and such other information as the Management Committee may reasonably require. Leasing in the case of undue hardship shall be permitted only upon the Management Committee's written approval of the Owner's application. When a lease is approved, a copy of the lease, signed by the lessee and lessor, shall be submitted to the Management Committee within ten (10) days after it has been signed by both parties. The Management Committee shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with the Declaration and By-Laws, in order to enforce the provisions of this subparagraph. Any transaction which does not comply with this Section shall be

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voidable at the option of the Management Committee.

15.2.2 Anything to the contrary notwithstanding, the foregoing restrictions shall not apply to the Units noted below (the "Grandfathered Units"). 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.

Unit No.	Unit Address	Owner(s)
1		
2		
3		

15.2.3 All leases of Units shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and Bylaws, and that failure of the tenant to comply with the terms of said documents shall be a default under the lease.

15.2.4 No lease shall be for a term greater than one (1) year. However, a lease can be renewed for successive one (1) year terms.

15.2.5 No Unit Owner shall be permitted to lease his Unit for transient, hotel, short term, seasonal, time-share, or corporate use which, for purposes of this section, means any lease with an initial term of less than six (6) months.

15.2.6 No unit owner shall lease less than the entire unit. No individual rooms or any fraction or portion of the Unit may be leased. No Unit may be used as a boarding house.

15.2.7 No lease, including renewed leases, shall be valid until the unit owner provides a written approval of the lease from the management committee and receives written approval of the lease from the management committee, which such approval will not be unreasonably withheld.

15.2.8 No tenant shall be given the right to sublease or subrent the leased unit. Subleasing or subrenting shall include, but is not limited to, allowing persons to reside in the unit who are not expressly identified in the lease.

15.2.9 All leased units are subject to an increased monthly maintenance fee to be determined at the sole discretion of the management committee.

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MAYFLOWER CONDOMINIUMS

BALLOT & CONSENT FOR PROPOSED AMENDMENTS
TO THE
DECLARATION OF CONDOMINIUM AND BYLAWS

COMES NOW the undersigned Unit Owner at the Mayflower Condominiums and votes as follows on the proposals to amend the Declaration and Bylaws

By signing below, I acknowledge my approval of and consent to Resolution No. 1 bearing the date June 18, 1998 modifying Section 15 of the DECLARATION AND BYLAWS.

6/18/98 401 * M. RAY KINGSTON [Signature]
Date Unit No. Name (Print) Signature

6/18/98 504 * Betty C. Stokes [Signature]
Date Unit No. Name (Print) Signature

6-18-98 403 * Beth L. Atwood [Signature]
Date Unit No. Name (Print) Signature

6-20-98 203 * Ethelyn C. Pett [Signature]
Date Unit No. Name (Print) Signature

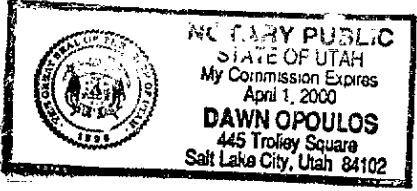
6-22-98 503 * BONNIE LARSON [Signature]
Date Unit No. Name (Print) Signature

6-23-98 303 * MARION D. HOAGLAND [Signature]
Date Unit No. Name (Print) Signature

6-23-98 103 * Alice M. Broadhead [Signature]
Date Unit No. Name (Print) Signature

* 6/23/98 #161 * Virginia D. Huisk [Signature]
Date Unit No. Name (Print) Signature

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 2 DAY OF July, 1998
[Signature]
NOTARY PUBLIC
RESIDING AT SALT LAKE CITY, UTAH
M Ray KINGSTON



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MAYFLOWER CONDOMINIUMS

BALLOT & CONSENT FOR PROPOSED AMENDMENTS
TO THE
DECLARATION OF CONDOMINIUM AND BYLAWS

COMES NOW the undersigned Unit Owner at the Mayflower Condominiums and votes as follows on the proposals to amend the Declaration and Bylaws

By signing below, I acknowledge my approval of and consent to Resolution No. 1 bearing the date June 18, 1998 modifying Section 15 of the DECLARATION AND BYLAWS.

6/18/98 302 DAVID B HAIGHT *David B Haight*
Date Unit No. Name (Print) Signature

6/18/98 302 * RUBY HAIGHT RUBY HAIGHT
Date Unit No. Name (Print) Signature

6/23/98 201 H. GLENN OLSON *H Glenn Olson*
Date Unit No. Name (Print) Signature

6/24/98 304 * RAYE HEIF *Raye Heif*
Date Unit No. Name (Print) Signature

6.30.98 204 SEVAN M. CHAPMAN *Sevan M. Chapman*
Date Unit No. Name (Print) Signature

6.30.98 202 * ELAINE A. CANNON *Elaine A Cannon*
Date Unit No. Name (Print) Signature

7/2/98 301 ROBERT E. MANSFIELD *Robert E Mansfield*
Date Unit No. Name (Print) Signature

7/2/98 B-4 ROBERT E. MANSFIELD *Robert E Mansfield*
Date Unit No. Name (Print) Signature

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MAYFLOWER CONDOMINIUMS

BALLOT & CONSENT FOR PROPOSED AMENDMENTS
TO THE
DECLARATION OF CONDOMINIUM AND BYLAWS

COMES NOW the undersigned Unit Owner at the Mayflower Condominiums and votes as follows on the proposals to amend the Declaration and Bylaws

By signing below, I acknowledge my approval of and consent to Resolution No. 1 bearing the date June 18, 1998 modifying Section 15 of the DECLARATION AND BYLAWS.

<u>6/23/98</u> Date	<u>102 +</u> Unit No.	<u>Anne Cohen</u> Name (Print)	<u>Anne Cohen</u> Signature
<u> </u> Date	<u> </u> Unit No.	<u> </u> Name (Print)	<u> </u> Signature
<u> </u> Date	<u> </u> Unit No.	<u> </u> Name (Print)	<u> </u> Signature
<u> </u> Date	<u> </u> Unit No.	<u> </u> Name (Print)	<u> </u> Signature
<u> </u> Date	<u> </u> Unit No.	<u> </u> Name (Print)	<u> </u> Signature
<u> </u> Date	<u> </u> Unit No.	<u> </u> Name (Print)	<u> </u> Signature
<u> </u> Date	<u> </u> Unit No.	<u> </u> Name (Print)	<u> </u> Signature
<u> </u> Date	<u> </u> Unit No.	<u> </u> Name (Print)	<u> </u> Signature

MAYFLOWER CONDOMINIUMS

BALLOT & CONSENT FOR PROPOSED AMENDMENTS
TO THE
DECLARATION OF CONDOMINIUM AND BYLAWS

COMES NOW the undersigned Unit Owner at the Mayflower Condominiums and votes
as follows on the proposals to amend the Declaration and Bylaws

By signing below, I acknowledge my approval of and consent to Resolution No. 1 bearing the
date June 18, 1998 modifying Section 15 of the DECLARATION AND BYLAWS.

AND DELETION OF SECTION 19, ASC by G.O.

6-23-98 501 x ANTHONY S. CARROTT JR. *Anthony S. Carrott Jr.*
Date Unit No. Name (Print) Signature

Date Unit No. Name (Print) Signature

Date Unit No. Name (Print) Signature

Date Unit No. Name (Print) Signature

Date Unit No. Name (Print) Signature

Date Unit No. Name (Print) Signature

Date Unit No. Name (Print) Signature

Date Unit No. Name (Print) Signature

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