

DY: JLS SP

When Recorded Return To:

Property Management Systems, Inc.
262 East 3900 South, Suite 200
Salt Lake City, Utah 84107

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03/07/2005 10:37 AM \$18.00
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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
PROPERTY MANAGEMENT SYSTEMS INC
262 E 3900 S STE 200
SALT LAKE CITY, UT 84107
DY: JLS, DEPUTY WI SP.
Salt Lake City, UT 84107

APPENDIX C

AMENDMENT TO THE
DECLARATION AND BYLAWS
OF
DONNER CREST CONDOMINIUMS

An Association of Unit Owners Under
The Utah Condominium Ownership Act

- 1. Lease and the Rental of Units.
 - 1.1 It is the intent of this provision to:
 - (a) Protect the equity of the individual property owners of the Donner Crest Condominiums ("property");
 - (b) Carry out the purpose for which the Donner Crest Association ("DCA") was formed by preserving the character of the property from assuming the character of an apartment, renter-occupied complex; and
 - (c) Comply with the eligibility requirements for financing in the secondary mortgage market insofar as such criteria provide that the project be substantially owner-occupied, leasing or renting of a Unit or Units shall be prohibited, except in the case of undue hardship as provided below.
 - 1.2 The Management Committee shall be empowered to allow up to twenty (20%) percent of the Units in the property to be leased or rented by non-owner residents. Any Owner who intends to lease or rent his/her unit shall submit a written application to the Management Committee requesting permission to do so, which consent shall not be unreasonably withheld so long as at least eighty (80%) percent of the Units in the property are owner occupied. No Unit may be leased or rented without the prior written consent of the Management Committee.
 - 1.3 The foregoing restriction is subject to the following exceptions:
 - 1.3.1 The Management Committee, in its sole discretion, shall be empowered to allow reasonable leasing or renting of Units beyond the percentage limitation set forth above, 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 which:

- (a) An Owner must relocate his/her residence and cannot, within ninety (90) days from the date Unit was placed on the market, sell the Unit. The Unit must have a reasonable, fair-market price.
- (b) The Owner dies and the Unit is being administered by his/her 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 or rented to a member of the Owner's immediate family, which shall be deemed to encompass children, grandchildren, parents, grandparents, brothers, sisters and spouses.

1.3.2 Those owners who have demonstrated that the inability to lease/rent their unit would result in undue hardship and have obtained the requisite approval of the Management Committee may lease/rent their Unit for such duration as the Management Committee reasonable determines is necessary to prevent undue hardship.

1.3.3 Any Owner who believes he/she must lease/rent his/her Unit to avoid undue hardship shall submit a written application to the Management Committee setting forth the circumstances necessitating the hardship, a copy of the lease or rental agreement, and such other information as the Management Committee may reasonable require.

1.3.4 Leasing or renting in the case of undue hardship shall be permitted only upon the Management Committee's written approval of the Owner's application. When this is approved, a copy of the lease or rental agreement signed by the Owner and lessee (renter) shall be submitted to the Management Committee within ten (10) days after both parties have signed it.

1.4 The Units (the "Grandfathered Units") noted below are currently leased do not require permission from the Management Committee to continue to be leased. The percentage of leased/rented Units includes the Grandfathered Units. The Grandfathered Units may continue to be leased/rented without restriction for so long as record title to said Unit 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 (50%) percent. Upon the conveyance of the Grandfathered Unit by the Grandfathered Owner or Qualified Successor, the said Unit shall immediately become subject to the restrictions set for the above.

	<u>Unit</u>	<u>Owner(s)</u>
1.	300	Verlene Kelsey-McKee & Ron McKee
2.	304	William R. Pool
3.	405	Monica Corwin

- 1.5 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 void able at the option of the Management Committee.
- 1.6 Any agreement for the leasing, rental, or occupancy of a Unit (the "lease") must be in writing. A copy of the lease shall be delivered to the Management Committee upon request.
- 1.7 By virtue of taking possession of a Unit, each resident agrees to be subject to and abide by these restrictive covenants, and any covenant violation shall be deemed to constitute a material default under the lease.
- 1.8 No Owner shall be permitted to lease his/her Unit as a boarding house or for short term, transient, hotel, seasonal or vacation use, which for purposes of this section shall be deemed to be any lease, rental or occupancy agreement with an initial term of less than six (6) months. Daily or weekly rentals are prohibited.

IN WITNESS WHEREOF, the undersigned here execute this Amendment to the Declaration and Bylaws this 25 day of February, 2005.

The Board of Managers:
Donner Crest Condominiums HOA

By: Roger F Schulte

Print Name Roger F Schulte
It's President

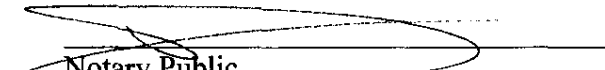
By: John C March

Print Name John C MARCH
It's Secretary-Treasurer

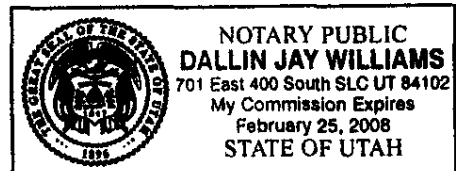
State of Utah)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 29 day of Feb, 2005, by Roger E Schultz, who by me being duly sworn, did say that he or she is the President of Donner Crest Condominiums, and that this instrument was signed on behalf of said Association by authority of its Board of Managers.

(Seal)


Notary Public

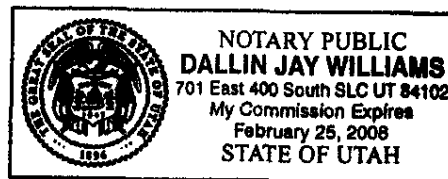
State of Utah)
) ss.
County of Salt Lake)



The foregoing instrument was acknowledged before me this 29 day of Feb, 2005, by JOHN C MARCH, who by me being duly sworn, did say that he or she is the Secretary-Treasurer of Donner Crest Condominiums, and that this instrument was signed on behalf of said Association by authority of its Board of Managers.

(Seal)


Notary Public



CERTIFICATION OF RESOLUTION
OF THE BOARD OF MANAGERS
OF DONNER CREST CONDOMINIUMS

I, **Roger Schultz**, as President of Donner Crest Condominiums, do hereby certify that the following is a true and correct copy of a resolution adopted by the Board of Managers at a meeting duly held the **25th** day of **January, 2005**, at which a quorum was present.

- A. RESOLVED, the Board of Managers has examined the election results for the proposed amendment to the Declaration and Bylaws. The Board of Managers has determined that Owners holding more than $\frac{2}{3}$ of the votes of the Association have voted to adopt the Amendments; and
- B. RESOLVED, **Roger Schultz**, the President, and **John March**, the Secretary-Treasurer are hereby given the full authority to execute all necessary documents to effectuate the Amendments to the Declaration; and
- C. BE IT FURTHER RESOLVED, that the Board of Managers has approved the form and content of the AMENDMENT TO THE DECLARATION AND BYLAWS, as copy of which is attached hereto as Appendix C, and hereby instructs the President and Secretary-Treasurer to execute the same and to have it recorded with the office of the County Recorder of Salt Lake County, and to take all other such action as is necessary to bring it into legal force and effect.

IN WITNESS WHEREOF, I have affixed my name as President of this Association on this **24th** day of **February, 2005**.

Roger F Schultz
President

Board of Managers members present at the meeting:

John C March
Signature

JOHN C MARCH
Print Name

FWA ZMERZAK
Signature

FWA ZMERZAK
Print Name

Signature

Print Name