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ADAM GARDINER
Recorder, Salt Lake County, UT
RICHARDS LAW PC
BY: eCASH, DEPUTY - EF 5 P.

After Recording Return To:

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**AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
FOR
THE DORIUS
A CONDOMINIUM PROJECT**

A. Certain real property in Salt Lake County, Utah, known as the Dorius Building Condominium was subjected to certain covenants, conditions and restrictions pursuant to a Declaration of Condominium recorded July 11, 1979, as Entry No. 3307067 in the Recorder's Office for Salt Lake County, Utah (the "Declaration").

B. This amendment shall be binding against the property subjected to the Declaration and any annexation or supplement thereto, described as follows:

Units 1 through 12, DORIUS BUILDING CONDOMINIUM, according to the plat(s) thereof as recorded in the office of the Salt Lake County Recorder.
First Parcel # 09314840020000

C. The Dorius (the "Association") deems restricting and regulating the manner of renting and the number of rentals within the community necessary and in the best interests of the owners.

D. This Amendment shall be binding against the property described in the Declaration and as contained in **Exhibit A** attached hereto.

E. The Management Committee is charged with protecting the livability, property values, and integrity of the development and the interests of the property owners;

F. Article VII, Section (d) of the Declaration prohibits owners from engaging in any noxious or offensive activity or nuisance in their Unit, in the Common Areas and Facilities or the Limited Common Areas and Facilities;

G. Utah Code Ann. §57-8-8 provides that each unit owner shall reasonably comply with the covenants, conditions and restrictions as set forth in the declaration, the bylaws, rules and regulations;

H. Utah Code Ann. §57-8-16(7)(b) provides that that the Association may impose restrictions on and requirements respecting the use and maintenance of the units and the use of the common area to prevent unreasonable interferences with the use of their respective units and

of the common areas and facilities by the several unit owners, which may include “prohibitions on ... smoking tobacco products”

I. Utah Code Ann. §78B-6-1 establishes that any tobacco smoke that drifts into a residential unit is a nuisance under the law;

J. Pursuant to Utah Code Ann. §78B-6-1105, the Utah Legislature has found that: “(a) the federal Environmental Protection Agency (EPA) has determined that environmental tobacco smoke is a Group A carcinogen, in the same category as other cancer-causing chemicals such as asbestos; (b) the EPA has determined that there is no acceptable level of exposure to Class A carcinogens; and (c) the EPA has determined that exposure to environmental tobacco smoke also causes an increase in respiratory diseases and disorders among exposed persons;”

K. Pursuant to Utah Code Ann. §78B-6-1105(2), the Utah Legislature finds that “environmental tobacco smoke generated in a ... condominium unit may drift into other units, exposing the occupants of this units to tobacco smoke, and that standard construction practices are not effective in preventing the drift of tobacco smoke;”

L. Accordingly, the owners find it in the best interests of the Association that smoking tobacco products be prohibited consistent with the terms of this Amendment;

M. Pursuant to Article XXVII of the Declaration, the undersigned president and secretary hereby certifies that the vote of Owners of Units to which at least 66.66% of the undivided interest in the Common Areas and Facilities has been obtained and have approved this Amendment.

NOW THEREFORE, the Association hereby amends Article 8, Section 2 of the Declaration to add a new Sub-section 16 with the following:

8.2.16 **Smoking Restrictions.**

(i) **Units.** Smoking is strictly prohibited within any Unit and limited common area appurtenant to any Unit.

(ii) **Common Area.** Smoking is allowed on general common area so long as it occurs at least 25 feet away from any portion of the building (the “25 foot rule”).

(iii) **Other Permitted Smoking Areas.** The Management Committee may, but is not required, to designate certain areas within the Property as smoking areas if the Management Committee determines that smoking at least 25 feet from the building is still causing a nuisance or health hazard to others. In such a case, the designated area(s) will be the only permitted smoking areas unless the Committee again determines to revert to the 25 foot rule, as defined above.

(iv) **Smoking Defined.** Smoking is defined to include carrying, burning or otherwise handling or controlling any lighted or smoldering product containing tobacco, including, but not limited to, cigarettes, e-cigarettes, cigars, hookahs, or pipes. Each Owner is responsible for the compliance with this rule by the owner and all residents within the Owner's unit, and for all guests and invitees of such Owner. Violations of this rule may result in a fine pursuant to the Association's fine schedule as adopted and amended from time to time by the Management Committee.

(v) **Violations.** Violation of this section by an Owner or any guest, resident, tenant, or occupant of a Unit shall subject the owner of such Unit to a fine or injunctive relief (or both), which may be imposed at the discretion of the Management Committee according to any existing schedule of fines, or in an amount commensurate to the violation or pursuant to any other legal remedies available under the law.

Any Owner who rents or leases his or her Unit shall prohibit smoking in their rental or lease agreements and shall inform their tenants of the Association's no smoking rule. Any Unit Owner who is currently renting or leasing their Unit shall incorporate a no smoking provision into its lease or rental agreement at the expiration of the current term of the existing agreement.

As of the date of this Amendment, if no agreement exists with a landlord Owner, or if the tenants are on a month-to-month tenancy, or the tenants are hold-over tenants, the Owner shall enter into an agreement with his/her tenants prohibiting smoking in the Unit effective immediately. Any Owner who rents or leases his or her Unit shall be responsible to pay any and all fines levied against his or her Unit for violations of this section by the renters or tenants in the Unit and shall be responsible for immediate abatement of any such nuisance(s).

Violators of this Amendment may be held responsible for any cost or fees of action taken to compel compliance, including, but not limited to attorney fees, should they be incurred.

This section does not abrogate or otherwise alter an Owner or occupant's rights under Utah Code Ann. § 78B-6-1011, including the right, if any, to bring a private civil action for nuisance against another owner or occupant.

[signatures appear on the next page]

IN WITNESS WHEREOF, the Dorius Homeowners Association has executed this Amendment to the Declaration as of the 22 day of November, 2017.

DORIUS HOMEOWNERS ASSOCIATION
a Utah nonprofit corporation

Sign: *Lon Miles*
Print Name: Lon Miles
Title: President

State of Utah)
County of Salt Lake)
:ss

Subscribed and sworn to before me on the 22 day of November, 2017, by
Lon Miles

[Signature]
Notary Public

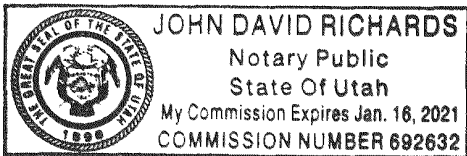


EXHIBIT A
(Legal Description)

All Units and Common Area, DORIUS BUILDING CONDOMINIUM, according to the plat(s) thereof as recorded in the office of the Salt Lake County Recorder.
First Parcel # 09314840020000