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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
JAMES R BLAKESLEY
2595 E 3300 S
SLC UT 84109
BY: CBP, DEPUTY - WI 6 P.

WHEN RECORDED RETURN TO:

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**AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR COTTAGES ON COLLEGE CONDOMINIUM**

This Amendment to Declaration of Condominium for Cottages on College Condominium is made and executed by Cottages on College Owners Association, Inc. of 4557 S. Lori Leigh Lane, Salt Lake City, UT 84117 (the "Declarant").

RECITALS

- A. The Declaration of Condominium for Cottages on College Condominium was recorded in the office of the County Recorder of Salt Lake County, Utah on October 9, 1996 as Entry No. 6476707 in Book 7508 at Page 1318 of the official records (the "Declaration").
- B. The Declarant is the managing agent for all of the owners of the real property located in Salt Lake County, Utah, described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference (the "Property").
- C. The Property is subject to the Declaration.
- D. All of the voting requirements to amend the Declaration have been satisfied.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Property and the owner thereof, the Declarant hereby executes this Amendment to Declaration of Condominium for Cottages on College Condominium pursuant to Article XVII, Section 17.5 of the Declaration.

1. Article VI, Section 6.11 of Article VI, entitled "No Short-Term Rentals or Leases," is hereby deleted in its entirety and the following language is substituted in lieu thereof:

Section 6.11 **Rental or lease Restriction:** No Unit may be leased without prior written approval of the Board of Trustees and such approval shall only be given upon the proof of a legitimate hardship which is defined as follows (the "**Hardship Exception**");

The Board of Trustees, in its sole discretion, shall be empowered to allow reasonable leasing of Units beyond the rental prohibition 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 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; e) the Owner is on active duty with the Armed Forces of the United States of America; f) the hardship exception is required by statute; and g) other good cause. 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 in writing may lease their Units for such duration as the Board reasonably determines is necessary to prevent undue hardship.

The Unit known as 4564 Jerrie Lee Ln., Millcreek, UT 84117, which is currently rented, is hereby granted a grandfather exemption to the foregoing rental restrictions until such time as (a) the Unit is sold, (b) the Unit is Owner-occupied or (c) the Unit Owners waive the exemption in writing, whichever condition first occurs.

2. In the event of any conflict, incongruity or inconsistency between the provisions of the Declaration and this Amendment, the latter shall in all respects govern and control.

3. It is expressly agreed by the undersigned that this Amendment is supplemental to the Declaration, which by reference is made a part hereof, and all the terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this Amendment and are made a part of this Amendment as though they were expressly rewritten and included herein.

4. If any provision of this Amendment is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. This Amendment will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions of this Amendment will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Amendment. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there will be added automatically, as a part of this Amendment, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

5. The effective date of this Amendment is the date it is recorded in the office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, the Association, Inc. has executed this instrument the 20th day of April, 2017.

COTTAGES ON COLLEGE OWNERS ASSOCIATION, INC.

By: 
Name: James Balis
Title: President

ACKNOWLEDGMENT

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

On the 20 day of April, 2017, personally appeared before me James Balis, who by me being duly sworn, did say that s/he is the President of the COTTAGES ON COLLEGE OWNERS ASSOCIATION, INC., and that the within and foregoing instrument was signed in behalf of said Association, Inc. by authority of its Declaration of Condominium, Articles of Incorporation, and a Resolution of its Board of Trustees, and said James Balis duly acknowledged to me that said Association, Inc. executed the same.


NOTARY PUBLIC

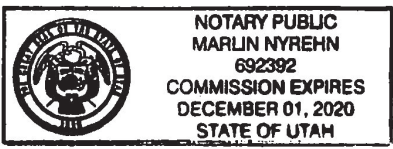


EXHIBIT "A"

LEGAL DESCRIPTION

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

RXLP COTTAGES ON COLLEGE CONDO

B FLG	BLK/BLDG	IND FLG	LOT/QUAR	BLK, LOT-QUAR PARCEL NUMBER	OBSOLETE?
		U	1	22-05-334-001-0000	
		U	2	22-05-334-002-0000	
		U	3	22-05-334-003-0000	
		U	4	22-05-334-004-0000	
		U	5	22-05-334-005-0000	
		U	6	22-05-334-006-0000	
		U	7	22-05-334-007-0000	
		U	8	22-05-334-008-0000	
		U	9	22-05-334-009-0000	
		U	10	22-05-334-010-0000	
		U	11	22-05-334-011-0000	
		U	12	22-05-334-012-0000	
		U	13	22-05-334-013-0000	
		U	14	22-05-334-014-0000	
		U	15	22-05-334-015-0000	
		U	16	22-05-334-016-0000	
		U	17	22-05-334-017-0000	
		U	18	22-05-334-018-0000	
		U	19	22-05-334-019-0000	

PF5=RXKP PF7=RXAB ENTER=NEXT PF12=PREV PF10=LAST
 LINE DOWN AND ENTER=RXPN PF1=VTDI PF4=RETURN TO RXEN

RXLP COTTAGES ON COLLEGE CONDO				BLK, LOT-QUAR		OBSOLETE?
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL	NUMBER	
END OF LIST						
		U	20	22-05-334-020-0000		
		U	21	22-05-334-021-0000		
		U	AREA	22-05-334-022-0000		

PF5=RXKP PF7=RXAB ENTER=NEXT PF12=PREV PF10=LAST
 LINE DOWN AND ENTER=RXPN PF1=VTDI PF4=RETURN TO RXEN