

When Recorded Return To:

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SALT LAKE CITY, UT 84107-1558**

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04/15/2009 02:50 PM \$60.00  
Book - 9710 Pg - 5119-5126  
**GARY W. OTT**  
RECORDER, SALT LAKE COUNTY, UTAH  
PROPERTY MANAGEMENT SYSTEMS  
262 E 3900 S STE.200  
SLC UT 84107-1550  
BY: ARG, DEPUTY - WI 8 P.

**AMENDMENT  
TO THE  
DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP  
PURSUANT TO UTAH CODE ANNOTATED 57-8-1 ET SEQ (1953)  
FOR  
GRAYSTONE PINES CONDOMINIUM**

**PLEASE TAKE NOTICE BEFORE PURCHASING A UNIT**

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**EXCEPT IN VERY LIMITED CIRCUMSTANCES**

**RESIDENCY IS RESTRICTED  
TO  
PERSONS OF AGE 55 AND OLDER  
AND  
NO CHILDREN RESIDENTS ARE PERMITTED**

**AND**

**EXCEPT IN VERY LIMITED CIRCUMSTANCES**

**RENTAL, LEASING, AND NON-OWNER  
OCCUPANCY OF UNITS IS NOT PERMITTED**

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**(Carefully read paragraph 6 of the declaration as reflected in this amendment  
and prior incorporated declaration provisions for details on these  
IMPORTANT restrictions)**

This Amendment is adopted and recorded by the Board of Managers of Graystone Pines Condominium Homeowners Association ("the Association").

Recitals

A. The DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP PURSUANT TO UTAH CODE ANNOTATED 57-8-1 ET SEQ (1953) is recorded in the Salt Lake County Recorder's office as Entry No. 2770639, beginning at Book 4058, Page 261 ("the Declaration").

B. An AMENDMENT TO THE DECLARATION GRAYSTONE PINES CONDOMINIUM ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP PURSUANT TO UTAH CODE ANNOTATED 57-8-1 ET SEQ is recorded in the Salt Lake County Recorder's office as Entry No. 8917770, beginning at Book 8920, Page 8768 ("the First Amendment").

C. Other amendments to the Declaration have been recorded and are a matter of record.

C. As evidenced by this instrument, the Board of Managers has obtained the vote of at least 66 2/3% of all unit owners to further amend the Declaration, as provided for in Paragraph 13 of the Declaration.

NOW, THEREFORE, pursuant to the foregoing, the Board of Managers hereby records this amendment to the Declaration and the First Amendment, which shall be effective as of its recording date.

1. Amendment #1. The Declaration is amended by adding the following language after the existing language in paragraph 2:

The Condominium may be incorporated as a Utah nonprofit corporation or other legal entity at the discretion of the Board of Managers and may utilize such name that the Board of Managers shall select in any such incorporation or organization. In case of the formation of any such entity, "Association" or "Condominium," as used in the Declaration, the bylaws, the rules and regulations, and any amendment to any of the foregoing shall refer to that entity.

2. Amendment #2. The Declaration is amended by adding the following language in subparagraph (C) under paragraph 6 (to follow the language in Amendment #3 below):

(C) **Leasing and Non-Owner Occupancy of Units.** Any agreement for the leasing, rental, or occupancy of a unit (hereinafter in this section referred to as a "lease") shall be in writing and a copy thereof shall be delivered to the Association before the term of the

lease commences. Every lease shall provide that the terms of such lease shall be subject in all respects to the provisions of the governing documents of the Association, a breach of which shall be a default under the lease. 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 the Declaration. No owner shall be permitted to lease his property for transient, hotel, seasonal, rental pool or corporate/exclusive use purposes, which shall be deemed to be any rental with an initial term of less than six (6) months. Daily or weekly rentals are prohibited. Any owner who shall lease his property shall be responsible for assuring compliance by the resident with the governing documents. Failure by an Owner to take legal action, including the institution and prompt carrying out of a forcible entry and unlawful detainer proceeding against his resident who is in violation of the governing documents within ten (10) days after receipt of written demand so to do from the Board of Managers, shall entitle the Association to take any and all such action including the institution of proceedings in forcible entry and unlawful detainer on behalf of such owner against his resident. Neither the Association nor any agent retained by the Association to manage it shall be liable to the owner or resident for any eviction under this section that is made in good faith. Any expenses incurred by the Association related to an eviction, including attorneys' fees, service fees, storage fees, constable or sheriff fees, and costs of suit, shall be charged as an Assessment to such Owner.

For the purpose of this section, "non-owner occupant" shall refer to somebody that resides in a unit that the owner does not reside in. Owners are not permitted to rent, lease, or otherwise allow non-owner occupants to reside in their units if four or more units in the Condominium are already rented, leased, or occupied by non-owner occupants. The Board of Managers may make exceptions to the prior restriction for the immediate family (children, spouse, sibling, or parent) of an owner, in its sole discretion. All residents of an organizationally owned unit shall be considered to be non-owner occupants unless they are the sole owners of the organization that owns the unit in which they reside, in which case they shall be considered to be the owners. Residents of a trust owned unit shall be considered non-owner occupants unless they are trustees or immediate family members of all of the trustees of the trust. The Board of Managers shall have the right to adopt rules and regulations related to and, in its discretion, necessary for the enforcement of the prior restrictions, including but not limited to rules and regulations related to the monitoring of rental properties and rules and regulations requiring owners to register or apply to rent their units, which may include a fee for such application or registration.

3. Amendment #3. Paragraph 6, governing "Use of Units" as amended and set forth in the First Amendment, is amended again as follows:
  - a. A new heading is inserted for paragraph 6 as "6. Use of Units" and the first three sentences in the body of the language in paragraph 6 is inserted under a new subparagraph, "(A)" with the initial heading "Residential Use Only."

- b. A new subparagraph after subparagraph (A) is inserted with the heading: “(B)(1) Association is Community for Persons 55 or Older.” and inserting the following under this subparagraph:

**Occupancy by Persons Aged 55 and Over. The Condominium Project is intended to provide housing for older persons. Therefore, residency of the Units is limited to persons who are age 55 or older (“Qualified Residents”), with the ONLY exceptions outlined in subparagraph (B)(3) below.**

- c. By deleting subparagraph 6.01 and creating a new subparagraph “(B)(2)” under paragraph 6 with the following content:

**(B)(2) Compliance with Federal and State Laws.** The provisions of this section 9.2 are intended to comply with the requirements of the Federal Fair Housing Act, as amended, and the Housing for Older Persons Act, as well as the Utah Fair Housing Act, codified at Utah Code Ann. § 57-21-1 (collectively, “the Housing Acts”). To the extent that any provision herein is inconsistent with the provisions of the Housing Acts, the provisions of the Housing Acts shall supersede these provisions as necessary to comply with such Housing Acts and maintain the Association as restricted age housing.

- d. By replacing former subparagraph 6.02 (“Exceptions”) in paragraph 6 with:

**(B)(3) Exceptions.** Persons under the age of 55 who fall into one of the following categories are permitted to reside in the Units:

(i) “Disabled Person” meaning a person with a disability under state or federal law who is a child or grandchild of a Qualified Resident and who needs to live with the Qualified Resident because of the disability.

(ii) “Health Care Resident” meaning a person hired to provide live-in, long-term, or terminal health care to a Qualified Resident. For the purposes of this section, the care provided must be substantial in nature and must provide either assistance with necessary daily activities or medical treatment, or both.

(iii) “Spouse” meaning a person under the age 55 who is the husband or wife of a Qualified Resident so long as he or she is living with the Qualified Resident. In the event of divorce, separation, or death of the Qualified Resident, a Spouse may continue to reside in a Unit only so long as 90% or more of the Units are occupied by a Qualified Resident.

(iv) “Resident at the Time of the Transition to 55 and Older Community” meaning a person under the age 55 who was living in a Unit on the date these Declarations came into effect, which shall be the Recording date of this Amendment.

- e. by adding the following subparagraphs in paragraph 6:

**(B)(4) CHILDREN UNDER 18 NOT PERMITTED.** Subject only to the exceptions in subparagraph (B)(3), children under the age of 18 are not permitted to reside in the Condominium.

**(B)(5) Guests.** Notwithstanding any other provision of this section, children under the age of 18 may visit and stay in a unit as a guest for not more than 30 days in any year.

**(B)(6) Required Survey Forms.** Upon request of the Board of Managers, each occupant or prospective occupant of the Units shall promptly complete a survey form with age verification, in such form as required by the Board of Managers. Furthermore, upon request, each resident shall produce reliable documentation (which may include a birth certificate, passport, immigration card, military identification, driver's license, state identification card, and/or other reliable governmental issued identification containing a birth date) required by the Board of Managers to establish that the Association qualifies as housing for older persons under federal and state laws. A new survey shall be completed at least every two (2) years.

**(B)(7) Amendments of Age Restriction Provisions to Comply with Changes in the Law.** Notwithstanding any other provision of this Declaration, the Board of Managers upon unanimous consent shall be entitled to amend this section and such other provisions of the governing documents solely as may be necessary to comply with and conform to such provisions of federal and state laws as will permit the Condominium to retain its status as Housing for Older Persons and exempt from the familial restrictions under the Housing Acts, without the approval of the members:

4. Conflicts. All remaining provisions of the Declaration not specifically amended in this Amendment shall remain in full force and effect. In the case of any conflict between the provisions of this document and the provisions of the Declaration or any prior amendments, the provisions of this document shall in all respects govern and control.
5. Incorporation and Supplementation of Declaration. This document is supplemental to the Declaration, which by reference is made a part hereof, and all the terms, definitions, covenants, conditions, restrictions, and provisions thereof, unless specifically modified herein, are to apply to this document and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

IN WITNESS THEREOF, the undersigned hereby affirms that the Association has obtained the vote of at least 66 ⅔% of the unit owners to amend the Declaration as provided for in Paragraph 13 of the Declaration, and that this **AMENDMENT TO THE DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP PURSUANT TO UTAH CODE ANNOTATED 57-8-1 ET SEQ (1953) FOR GRAYSTONE PINES CONDOMINIUM** is hereby executed this 14 day of APRIL, 2009.

President of the Association

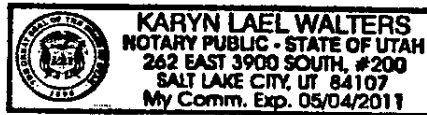
Richard E. Steele  
(Signature)

Richard E. Steele  
(Print)

STATE OF UTAH )  
 ) : ss.  
COUNTY OF Utah )

On the 14 day of April, 2009, personally appeared before me Richard E. Steele, the signer of the foregoing AMENDMENT TO THE DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP PURSUANT TO UTAH CODE ANNOTATED 57-8-1 ET SEQ (1953) FOR GRAYSTONE PINES CONDOMINIUM, who duly acknowledged to me that he or she executed the same.

Karyn Lael Walters  
NOTARY PUBLIC



**Report for Graystone Pines Homeowners' Meeting  
Vote to Ratify the Amendments to "Declarations"**

Updated 7 April 2009

Unit	Owner(s)	Sq. Ft.	Bd. Mem.	Proxy	Vote
1	Stephenson, Kelly	1,277.66	Knight, N.	1,277.66	Yes
1	Ward, Velma Lois	1,277.66	Loiselle, I.	1,277.66	Yes
1	Romero, Blanca E.	1,277.66	Steele, R.	1,277.66	Yes
3	Boyd, Virginia B.	1,277.66	Knight, N.		
3	Swaner, Harold B.	1,277.66	Grant, R.	1,277.66	Yes
3	McKean, Eileen B.	1,277.66	Loiselle, I.	1,277.66	Yes
7	Erickson, Calvin and Myrna	1,277.66	Knight, N.	1,277.66	Yes
7	Curtis, Craig and Linda	1,277.66	Grant, R.	1,277.66	Yes
7	Nicholas, Peter and Robyn	1,277.66	Nicholas	1,277.66	No
9	Moffat, Glenna	1,277.66			
9	Mitchell, Richard (Wyoming)	1,277.66			
9	Loiselle, Iris	1,277.66	Loiselle, I.	1,277.66	Yes
	Subtotal sq. feet	15,331.92			
5	Kilgore, Irving and Bonnie	1,548.98	Steele, R.	1,548.98	Yes
5	Brim, Katherine	1,548.98	Knight, N.	1,548.98	Yes
5	Pezeshki, Hedayat	1,548.98	Sauter, L.	1,548.98	Yes
11	Johnson, LaDonna	1,548.98	Knight, N.	1,548.98	Yes
11	Pratt, Annette Q.	1,548.98	Knight, N.	1,548.98	Yes
11	Rigby, Jeanne N.	1,548.98	Knight, N.		
	Subtotal sq. feet	9,293.88			
2	Brown, Thomas & Catherine	1,659.24	Steele, R.	1,659.24	Yes
2	Smith, Douglas A. & Elaine R.	1,659.24	Grant, R.	1,659.24	Yes
2	Johnson, Chris and Liz	1,659.24	Knight, N.	1,659.24	Yes
8	Provost, Sterling	1,659.24	Sauter, L.	1,659.24	Yes
8	Meaders, William	1,659.24	Steele, R.	1,658.24	Yes
8	Koster, John and Harriet	1,659.24	Sauter, L.	1,659.24	Yes
	Subtotal sq. feet	9,955.44			
4	Thorpe, Philip and Linda	1,665.98	Steele, R.	1,665.98	Yes
4	Cottam, Melba	1,665.98			

*Incomplete signatures*

Other trustees need to sign.

Signed amendment document, not the proxy.

No response

Other trustee needs to sign.

No response

4	Steele, Richard and Marjorie	1,665.98		Knights, N.	1,665.98	Yes
6	Chapman, Richard	1,665.98		Steele, R	1,665.98	Yes
6	Peterson, Albert and Fay	1,665.98		Knights, N.	1,665.98	Yes
6	Knights, Nadine	1,665.98		Knights, N.	1,665.98	Yes
10	Curtis, Bruce and Joyce	1,665.98		Knights, N.	1,665.98	Yes
10	Gras, Doris B.	1,665.98		Knights, N.	1,665.98	Yes
10	Sauter, Leroy J. & Ardith	1,665.98		Sauter, L.	1,665.98	Yes
12	Tannenbaum, Ira R. & Irene	1,665.98		Steele, R.	1,665.98	Yes
12	Pike, Ron and Marilyn	1,665.98		Knights, N.	1,665.98	Yes
12	Grant, Robert and Holly	1,665.98		Grant, R.	1,665.98	Yes
	Subtotal sq. feet		19,991.76		<del>47,524.00</del>	
	Grand total sq. feet		54,573.00		46,246.40	Yes
	2/3 majority =		24 units / 36,382 sq. ft.		87 <sup>PSB</sup> units voted yes	

*Approved by Lisa K. [Signature], Pres. 4/11/09*

16-20-481-001 thru 037