

When recorded, Mail to:

Old Mill HOA  
c/o Cooperative Property Mgmt.  
925 East 900 South  
Salt Lake City, Utah 84105-1401

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12/24/2009 09:41 AM \$51.00  
Book - 9791 Pg - 5149-5151  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
OLD MILL HOA  
C/O COOPERATIVE PROP MGMT  
925 E 900 S  
SLC UT 84105  
BY: ZJM, DEPUTY - WI 3 P.

AMENDMENT TO THE  
DECLARATION OF CONDOMINIUMS  
OLD MILL COURT

WHEREAS, the Declaration of Condominiums of Old Mill Court ("Declaration") was recorded August 30, 2001 as Entry No. 7989235 at Book 8494, Page 7590-7632 in the Salt Lake County Recorder's Office; and

WHEREAS, the description of the real property affected by this Amendment and Declaration is located in Salt Lake County, State of Utah, and is described as follows:

Beginning at the Northwest corner of Lot 7, Block 43, Ten Acre Plat "A", Big Field Survey, being in the East half of the Northeast quarter Section 19, Township 1 South, Range 1 East, Salt Lake Base and Meridian, being also 769.06 feet North 89 deg. 49'22" West (770.14 feet North 89 deg. 49'22" West) and 3.92 feet North 0 deg. 11'38" East (2.96 feet North 0 deg. 11'52" East) from a Salt Lake City Monument at 600 East Street and Simpson Avenue; running thence South 89 deg. 49'22" East 473.61 feet (89 deg. 49'22" East 474.71 feet); thence South 0 deg. 11'38" West 172.59 feet (0 deg. 12'40" West 171.39 feet); thence North 89 deg. 49'22" West 123.61 feet (89 deg. 49'22" West 123.99 feet); thence North 0 deg. 11'38" East 0.33 feet (0 deg. 12'40" East 0.33 feet); thence North 89 deg. 49'22" West 260.00 feet (89 deg. 49'22" West 260.72); thence South 0 deg. 11'38" West 0.33 feet (0 deg. 12'40" west 0.33 feet); thence North 89 deg. 49'22" West 90.00 feet; thence North 0 deg. 11'38" East 172.59 feet (0 deg. 12'40" East 171.39 feet) to a point of beginning.

WHEREAS, certain changes to the Declaration have been proposed, considered and approved by the Owners of Old Mill Court through a ballot collection with 67% in approval of said changes.

NOW, THEREFORE, section 9.13 of the Declaration is to be replaced in its entirety as follows:

9.13 Leases.

(a) The Association may regulate or limit rentals of residential condominium units.

(b) The maximum number of rental units at any time shall be six units or 15% of all units. The maximum number of rental units to be approved per owner will be one rental unit.

(c) The Association may require the rental of any residential condominium unit to be conducted through the Association or a designed management company, and may require that all lease agreements be reviewed and approved by the Association or the management company, that any

residential tenants be screened and approved by the Association or the management company prior to renting the residential unit. The approval of the Association or management company may not be unreasonably withheld.

(d) Prior to renting any condominium unit, the owner shall apply to rent their entire unit. A written request shall be filed through the Association. Upon approval, the condominium owner and the tenant shall execute a written lease agreement which shall include the following provisions:

(1) The tenant shall agree to comply with all of the terms and conditions of the condominium declaration, bylaws, and association rules;

(2) The tenant shall agree not to allow or commit any nuisance, waste, unlawful or illegal act upon the premises;

(3) The owner and the tenant shall acknowledge that the Association is an intended third party beneficiary of the lease agreement, that the Association shall have the right to enforce compliance with the condominium declaration and the bylaws and to abate any nuisance, waste, unlawful or illegal activity upon the premises; and that the Association shall be entitled to exercise all of the owner's rights and remedies under the lease agreement to do so; and

(4) The owner and the tenant shall acknowledge that due to late payment of HOA fees and/or special assessments, the Association may require the tenant to make rental payments directly to the Association to cover such fees.

(e) The owner shall inform the Association when renting their unit to an immediately family member.

(f) Prior to the tenant's occupancy of a condominium unit, the condominium owner must provide to the Association the name, address and telephone number of the tenant and a copy of the written lease agreement.

(g) The Association shall have the right and the obligation to enforce compliance with the condominium declaration and bylaws against any owner and/or occupant of any condominium unit, and shall have all rights and remedies available under state or local law, in addition to its rights and remedies as a third party beneficiary under any lease agreement, to enforce such compliance.

(h) In addition to and without varying any of the foregoing provisions, every lease shall provide that the terms of such lease shall be subject in all respects to the provisions of this declaration, the bylaws and the association rules. Said lease shall further provide that any failure by the tenant there under to comply with the terms of the foregoing documents 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 an owner and tenant by virtue of their inclusion in this declaration. All rentals shall be for an initial period of not less than six (6) months. No owner shall be permitted to lease his unit for transient or hotel purposes. No owner may lease less than his entire Unit. Failure by an owner to take legal action, including the institution of a forcible entry and detainer proceeding against his tenant who is in violation of this declaration, the bylaws or the association rules within ten (10) days after receipt of written demand so to do from the Board, shall entitle the Association, through the Board, to take any and all such action including the institution of proceedings in forcible entry and detainer on behalf of such owner against his tenant. Neither the Association, the management company nor any agent retained by the Association to manage the condominium shall be liable to the owner or tenant for any eviction under this Section that is made in good faith. Any expenses incurred by the

