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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
DENNIS K POOLE
4543 S 700 E STE.200
MURRAY UT 84107
BY: ZJM, DEPUTY - WI 5p.
By: ZJM

When Recorded, Mail To:

Dennis K. Poole
POOLE & ASSOCIATES, L.C.
4543 South 700 East, Ste. 200
Salt Lake City, Utah 84107

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Parcel # 1611266001 through 1611266076

**SECOND AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
FOR PRESIDENTIAL CLUB, A UTAH CONDOMINIUM PROJECT**

This Second Amendment ("Second Amendment") to the Amended and Restated Declaration of Condominium for Presidential Club, a Utah Condominium Project, is made and executed this 11 day of May, 2011, pursuant to the provisions of the Utah Condominium Ownership Act.

RECITALS

WHEREAS, the Presidential Club Condominiums are governed by that Amended and Restated Declaration of Condominium for Presidential Club, a Utah condominium project, recorded in the Office of the Salt Lake County Recorder on October 3, 2001, as Entry No. 8019592, in Book 8507, beginning at Page 4675, and the Amendment to Declaration of Condominium for Presidential Club Condominium and Exchange of Parking Spaces recorded in the Office of the Salt Lake County Recorder on January 23, 2006, as Entry No. 9616904, in Book 9246, beginning at Page 3483 (collectively referred to herein as the "Declaration"), covering the real property more particularly described on Exhibit "A" attached hereto; and

WHEREAS, the Article III, Section 7 of the Declaration provides for the unrestricted leasing of Units by Owners; and

WHEREAS, the Board of Trustees (the "Board") recommended to the Presidential Club Homeowners Association, Inc. (the "Association"), the enactment of leasing restrictions to preserve the stability, quality, and marketability of the Presidential Club Condominium Project (the "Project"); and

WHEREAS, in order to amend the Declaration, the Declaration requires (1) the affirmative vote of Owners holding at least sixty-seven percent (67%) of the undivided interest in the Common Areas of the Project, and (2) the consent of Eligible Mortgagees holding at least fifty-one percent (51%) of the undivided interest in the Common Areas of the Project; and

WHEREAS, this Amendment was put before the Owners for vote, and the requisite number of affirmative votes have been obtained; and

WHEREAS, this Amendment was sent to Mortgagees holding a first mortgage on any Unit in the Project, and no objections were made by such Mortgagees.

NOW THEREFORE, in consideration of these Recitals and for good and valuable consideration, the Association amends the Declaration as set forth herein:

A. Article III, Section 7 is hereby deleted in its entirety and the following new Article III, Section 7 is enacted in its stead:

7. Lease Restrictions. The leasing of Units is strictly prohibited except to a Family Member or as otherwise permitted in this Section 7. For purposes of this Section, the term "Family Member" of an individual means his or her spouse, child, grandchild, brother, sister, parent, grandparent, legal dependent, or a person who is registered with the Salt Lake City's mutual commitment registry (or its successor registry).

(a) Rental Unit Cap. The number of Units located within the Project which may be rented to others not a Family Member of the Owner(s) of a Unit is limited to eighteen percent (18%) of the total number of Units, or a total of thirteen (13) Units (the "Rental Unit Cap"); provided, however, that the number of "Grandfathered Units" which receive such status in accordance with Subsection 7(g) may cause the total number of rental units to exceed the Rental Unit Cap as provided herein. The total number of Grandfathered Units shall first be determined before any other Units are granted "Permitted Rental Unit" status. No Unit may be leased to others not a Family Member unless such Unit has been approved as a "Permitted Rental Unit" or is otherwise a "Grandfathered Unit" as specified in subsection (g) below. No Unit shall be approved as a "Permitted Rental Unit" if the total of all prior qualified "Permitted Rental Units" and "Grandfathered Units" then in existence exceed the Rental Unit Cap. No Owner may lease or rent less than his or her entire Unit (i.e., dormitory type and/or individual room rentals are not permitted) and no Owner may lease or rent any Unit for a period of less than one year. Pursuant to the Act, the following are exempt from the Rental Unit Cap: (1) a unit owner in the military for any period of deployment, and (2) a unit owner whose employer has relocated such unit owner for not less than two years; provided, however, that such unit owners shall otherwise comply with the leasing requirements of Subsection 7(e).

(b) Hardship Exceptions. To avoid undue hardships or practical difficulties such as an Owner's disability, job relocation for a period less than two years, charitable service, or other similar circumstances, the Management Committee may approve Units for hardship exceptions permitting temporary rental of such Units above the Rental Unit Cap. The Management Committee shall have sole discretion to grant a hardship exception for the temporary rental of a Unit; provided, however, that the Management Committee may approve under a hardship exemption the rental or lease of a Unit for a minimum period of six (6) consecutive months but not more than twelve (12) months, unless the hardship is verified as a continuing one, but at no time shall the rental or lease of a Unit be less than six (6) consecutive months.

(c) Occupancy Requirement. Except as provided in Subsection (g) of this Section 7, prior to renting or leasing any Unit as provided for herein, the Owner of such Unit shall occupy the Unit for at least twelve (12) months before such Unit can qualify as a "Permitted Rental Unit" (the "Occupancy Requirement"). For purposes of this Subsection (c) only, "occupy" shall mean that a Unit shall be owned by the same Owner(s) for a period of at least twelve (12) consecutive months, and occupied by said Owner(s) or a Family Member prior to being made available for rental or lease.

(d) Application and Approval. Prior to renting or leasing any Unit which is not currently designated as a "Permitted Rental Unit" or a "Grandfathered Unit", an Owner shall apply to the Management Committee for "Permitted Rental Unit" status. Applications from an Owner for such status shall be reviewed and approved or denied by the Management Committee, in its sole discretion, subject to the following:

(1) The Management Committee shall review applications for "Permitted Rental Unit" status in chronological order based upon the date of receipt of the application. Within thirty (30) calendar days of receipt of an application, the Management Committee shall notify the applicant of its decision approving or denying the application for a Unit to become a "Permitted Rental Unit", and if the application is denied, the reason for the denial. If an Owner's application is denied solely for the reason that giving approval would result in such Unit together with all previously authorized "Permitted Rental Units" and "Grandfathered Units" exceeding the Rental Unit Cap, the applicant may be placed on a waiting list according to the date the application was received so that the Owner whose application was earliest received will have the first opportunity to receive approval as a "Permitted Rental Unit". If an application for "Permitted Rental Use" status is rejected for a

reason other than denial based upon exceeding the Rental Unit Cap, the applicant will not be placed on a waiting list and a new application shall be filed when the applicant again believes that such applicant qualifies for "Permitted Rental Unit" status.

(2) The Management Committee shall not approve the application for a Unit to become a "Permitted Rental Unit" if it determines that (i) the classification of such Unit will exceed the Rental Unit Cap; (ii) the Occupancy Requirement for such Unit has not been met; (iii) the application seeks to rent or lease less than the Owner's entire Unit; or (iv) the initial term of a lease is less than one year.

(3) An Owner is not eligible to hold more than one Unit classified as a "Permitted Rental Unit", regardless of the number of Units owned by such Owner until after (i) all Owners who desire to obtain "Permitted Rental Unit" status (as established by those on the waiting list) and are not currently holding a Unit with such status, have first been approved; and (ii) all Owners who are currently holding fewer Units with such status than the applicant, have first been approved.

(4) An application form, the application and approval process, a waiting list, and any other rules deemed necessary by the Management Committee to implement the provisions of this Section shall be established by Rules adopted by resolution of the Management Committee.

Upon compliance with Subsections (d)(1) through (d)(4) above, a Unit which has been approved for leasing shall thereafter carry the designation of a "Permitted Rental Unit". Each Permitted Rental Unit shall continue with such designation, even though such Unit may have been sold to another, while: (i) such Unit is continuously rented to others on an actual arms-length rental basis; (ii) such Unit is not occupied, but, in good faith and upon reasonable terms, is marketed through a licensed real estate agent and is made available for rental on a continuous basis; or (iii) such Unit is not occupied by the Owner in excess of ten (10) days, in the aggregate, in any six (6) month period and at all times each rental satisfies the remaining requirements of this Section 7. Each Owner holding Units with Permitted Rental Unit status consents and agrees to provide to the Association evidence of continued compliance with the requirements of this Section 7. Unit Owners who refuse to provide evidence of compliance on not less than ten (10) days notice shall be deemed to have breached the conditions for continued Permitted Rental Unit status and such status shall thereon terminate as to the subject Unit upon notice to the Unit Owner. At such time as a Permitted Rental Unit loses its designation, the Association may grant Permitted Rental Unit status to any other Unit in accordance with the provisions of this Section 7 and Rules and Regulations established by the Association.

(e) Leasing Requirements. Owners whose Units have been approved by the Management Committee as Permitted Rental Units and those holding "Grandfathered Unit" status as provided in Subsection (g) below, shall comply with the following.

(1) Approved Lease Agreement. All Owners shall use an Approved Lease Agreement ("Approved Lease Agreement") which shall be on a form prescribed by resolution of the Management Committee, which Lease Agreement shall have a minimum initial term of one (1) year and shall include the following provisions:

(i) The tenant shall agree to comply with all of the terms and conditions of the Declaration, Bylaws, and the Association's Rules and Regulations;

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

(iii) The lease shall be on terms and for a period authorized by applicable governmental laws, ordinances and statutes; and

(iv) 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 Declaration and Bylaws and Rules and Regulations as amended from time to time 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.

(2) The Owner shall provide the tenant or lessee with a copy of all Rules and Regulations then in effect and shall obtain from the tenant a receipt for delivery of the Rules

and Regulations. In the event the Rules and Regulations are amended, revised, changed, or supplemented by the Association, the Owner shall provide the tenant or lessee with a copy of the amendments, revisions, changes, or supplements within ten (10) calendar days of the adoption of the same by the Association, its Management Committee, or its membership. In addition to any other remedies available to the Association, the Management Committee may require the Owner to terminate a lease or rental agreement if the Committee determines that any lessee or tenant has violated any provision of this Declaration, the Articles of Incorporation, the Bylaws, or amendments thereto, or the Rules and Regulations then in effect. However, the Association shall not exercise such a remedy unless or until at least three (3) warnings of non-compliance have been provided and the lessee or tenant has refused to cure any deficiency or breach.

(3) Prior to turning over possession of the Unit to the tenant or lessee, the Owner shall provide or deliver to the Association (i) the tenant or lessee's name, address and telephone number; (ii) a copy of the executed Approved Lease Agreement; and (iii) a copy of the receipt specified in Subsection (e)(2) above. The Management Committee shall keep the foregoing on file with the books and records of the Association.

Upon a tenant's occupancy of a Unit, the Owners of such Unit shall thereafter have only limited rights in the use of the Common Areas, including parking areas, such use limited to those uses reasonably necessary for a landlord to enforce the provisions of such lease.

(f) Violations of Rental Restrictions. If an Owner rents or leases any Unit without (i) obtaining the required Permitted Rental Unit or Grandfathered Unit status from the Management Committee as set forth in this Section 7, and/or (ii) using and submitting to the Management Committee a copy of an executed and enforceable lease using the Approved Lease Agreement as required above and the additional documents required in Subsection (e) above, the Management Committee shall require such Owner to immediately terminate the lease of his Unit and may enforce this provision by:

(1) Assessing fines against the Owner and the Owner's Unit to the maximum allowed under Utah law.

(2) Terminating the "Permitted Rental Unit" or "Grandfathered Unit" status of such Unit; and/or

(3) In addition to and regardless of whether any fines have been imposed, proceeding with any other available legal remedies, including but not limited to, an action to specifically enforce the provisions of this Section 7, to terminate the rental or lease agreement and to remove of any tenant or lessee, the Association being an intended Third-Party Beneficiary under the lease agreement. The Association shall be entitled to recover from the offending Owner the Association's costs and attorney's fees incurred for enforcement of this Section 7, including any Rules and Regulations adopted by the Management Committee pursuant to Subsection 7(d)(4), regardless of whether any lawsuit or other action is commenced.

(g) Grandfather Clause. Any Owner that is currently renting or leasing a Unit pursuant to a written lease agreement may upon satisfying the other requirements of this Subsection (g), obtain "Grandfathered Unit" status as required herein and continue to rent or lease his or her Unit until such time as the Unit is sold or title is otherwise transferred to a new owner of record. Notwithstanding the creation of "Grandfathered Unit" status specified herein, grandfathered status shall terminate and the Unit shall lose its designation as a Grandfathered Unit in the event (i) the Unit is occupied by the Owner (or a Family Member, officer, member, trustee, or beneficiary of the Owner), or (ii) at any time the Owner fails to provide a copy of any tenant lease in the form required by this Section 7 to the Management Committee. After losing Grandfathered Unit status, an Owner must apply for Permitted Rental Unit status before again leasing his or her Unit.

Any Owner desiring to obtain status of his or her Unit as a Grandfathered Unit must (i) request the same of the Association and (ii) comply with the requirements of Section 7(e) (without regard to the timing of turning over possession of the Unit under Subsection 7(e)(3)) regarding the rental and leasing policies of the Association, both within three (3) months of the date of the effectiveness of the Amendment. Failure to comply with the requirements of this Section 7 shall result in termination of any preliminary or temporary Grandfathered Unit status. In the event that an impermissible rental is presently occurring within a Unit, as determined by the Management Committee, then such Unit shall not be entitled to Grandfathered Unit status.

(h) Moving "IN" and Moving "OUT" Fees and Charges. The Management Committee, pursuant to Rules and Regulations, may impose restrictions and fees regarding owners and tenants moving in and out of the condominium project. Such rules may include permissible moving times, impact fees for potential damage to the common areas, and disclosure of contact information for the records of the Association. Fines may be imposed for a failure to comply with any such rules.

B. Ratification. The Declaration, as amended by this Second Amendment, is hereby ratified as if fully set forth hereat.

C. Effective Date. This Second Amendment shall take effect upon recording in the Office of the County Recorder of Salt Lake County, Utah.

D. Certification. The individual who signs this Second Amendment to the Declaration hereby certifies that this Second Amendment was authorized by Owners of the Association and the Mortgagees pursuant to the requirements of the Declaration, and that he or she is authorized to execute this Second Amendment on behalf of the Association.

IN WITNESS WHEREOF, this Second Amendment has been executed the day and year first above appearing.

PRESIDENTIAL CLUB HOMEOWNERS
ASSOCIATION, INC., a Utah nonprofit corporation

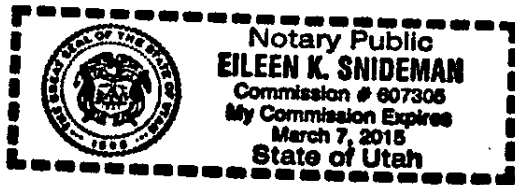
By: _____

Name: Werner Pekarek
Title: President

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

WERNER PEKAREK, being first duly sworn, says that he is the President of the Presidential Club Homeowners Association, Inc., a Utah nonprofit corporation, that he has read the foregoing Amendment and knows the contents thereof, and that the same is true of his own knowledge, and further that he executed said document on behalf of said Association.

Dated the 11 day of May, 2011



Eileen K. Snideman
NOTARY PUBLIC