

5-38
\$56.00

WHEN RECORDED RETURN TO:
Vial Fotheringham LLP
602 East 300 South
Salt Lake City, Utah 84102

11848746
05/14/2014 10:35 AM \$56.00
Book - 10230 Pg - 5513-5517
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
VIAL-FOTHERINGHAM LLP
602 E 300 S
SLC UT 84102
BY: TRA, DEPUTY - MA 5 P.

**SECOND AMENDMENT TO THE
DECLARATION OF CONDOMINIUMS
OLD MILL COURT**

This SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUMS OLD MILL COURT is made and executed on the date set forth below and shall be effective upon recording in the Salt Lake County Recorder's Office.

RECITALS

A. Certain real property in Salt Lake County known as Old Mill Court Condominiums was subjected to certain covenants, conditions, and restrictions as contained in the Declaration of Condominiums, recorded in the Recorder's Office for Salt Lake County, Utah on August 30, 2001 as Entry No. 7989235 ("Declaration");

B. An Amendment to the Declaration was recorded in the Recorder's Office for Salt Lake County on December 24, 2009 as Entry No. 10866132 ("First Amendment"), which amended certain rental restrictions contain in the Declaration.

C. This Second Amendment to the Declaration of Condominiums Old Mill Court ("Second Amendment") seeks to amend and clarify certain rental restriction language in said First Amendment, and shall be binding against the property described in "Exhibit A";

C. This Second Amendment is intended to preserve and protect the investment made by the Lot Owners at Old Mill Court Condominiums, and to improve the efficient and effective governance and operations of Old Mill Court Owners Association, Inc. ("Association");

D. This Second Amendment was duly adopted by the Lot Owners in fulfillment of the requirements set forth in Article 16, Section 16.3 of the Declaration and the Utah Condominium Ownership Act at U.C.A. 57-8-39, to which the Old Mill Court Condominiums and the Association are subject.

AMENDMENT ONE

Article 9, Section 9.13 as amended in the First Amendment to the Declaration of Condominiums Old Mill Court is hereby deleted, amended and replaced as follows:

"9.13 Leases.

(a) Any lease agreement between an Owner and a lessee respecting a Unit shall be subject in all respects to the provisions of the Declaration and any amendments thereto, the Articles, the Bylaws, the Condominium Plat, and any Rules and Regulations of the Association, and any failure by the lessee to

comply with the terms of such documents shall be a default under the lease. The lease agreement between any Owner and Tenant shall include the following provisions:

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

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

(iii) 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 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

(iv) 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.

(v) The owner and tenant shall acknowledge that any failure by the tenant in said lease 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.

(b) 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.

(c) The Association shall have the right and the obligation to enforce compliance with the 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.

(d) 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.

(e) All rentals shall be in writing, and 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. An owner shall be responsible and liable for any damage to the Condominium Project caused by its tenants. 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.

(f) 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 Association, including attorney's fees and cost of suit, shall be repaid to it by such owner. Failure by such owner to make such repayment within ten (10) days after receipt of a written demand therefore shall entitle the Board to levy a Special Assessment against such owner and his Unit for all such expenses incurred by the Association. In the event such Special Assessment is not paid within thirty (30) days of its due date, the Board may resort to all remedies of the Association for the collection thereof. Other than as stated in this Section, there is no restriction on the right of any other to lease or otherwise grant occupancy rights of a Unit.

(g) Any owner who fails to remedy repeat violations by either the owner or the tenant, may lose his privilege to lease his rental unit.

(h) The maximum number of rental units at any time shall be six (6) units or 15% of all units. The maximum number of rental units to be approved per owner will be one rental unit. Said rental restrictions in this subsection (f) are exempt for the following Owners and Units:

(i) Owners in the military for the entire period of deployment:

(ii) Units occupied by an Owner's parent, child, or sibling;

(iii) Owners whose employer has relocated the Owner for no less than two (2) calendar years; or

(iv) A Unit owned by a trust or other entity created for estate planning purposes, if the trust or other estate planning entity was created for the estate of:

(a) A current resident of the Unit; or

(b) The parent, child or sibling of the current resident of the Unit.

Following the recording of this Second Amendment, the Management Committee shall create procedures in order to (i) determine and track the number of rental units within the Condominium Project, subject to the permitted exemptions listed above, and (ii) ensure consistent administration and enforcement of the rental restrictions."

CERTIFICATION

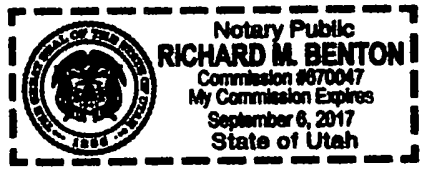
The foregoing amendments to the Declaration were duly approved by the Lot Owners as set forth in Article 16, Section 16.3 of the Declaration and the Utah Condominium Ownership Act at U.C.A. 57-8-39.

EXECUTED this 25 day of March, 2014 *MD*


Authorized Member of the Association Board of Directors

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

On the 25 day of March 2015, personally appeared before me MECHE ORTEGA, who by me being duly sworn, did say that he/she is a member of the Board of Directors of Old Mill Court Owners Association, Inc., that he/she is authorized by the Board of Directors to execute this amendment, and that the foregoing statements are true and accurate to the best of his/her knowledge.



Richard M. Benton

Notary Public

EXHIBIT A

Parcel Numbers

Each Condominium Unit within the Old Mill Court Condominiums Project.

The Salt Lake County Parcel numbers within the Old Mill Court Condominiums are the following:

16-19-284-001-0000
16-19-284-002-0000
16-19-284-003-0000
16-19-284-004-0000
16-19-284-005-0000
16-19-284-006-0000
16-19-284-007-0000
16-19-284-008-0000
16-19-284-009-0000
16-19-284-010-0000
16-19-284-011-0000
16-19-284-012-0000
16-19-284-013-0000
16-19-284-014-0000
16-19-284-015-0000
16-19-284-016-0000
16-19-284-017-0000
16-19-284-018-0000
16-19-284-019-0000
16-19-284-020-0000

16-19-284-021-0000
16-19-284-022-0000
16-19-284-023-0000
16-19-284-024-0000
16-19-284-025-0000
16-19-284-026-0000
16-19-284-027-0000
16-19-284-028-0000
16-19-284-029-0000
16-19-284-030-0000
16-19-284-031-0000
16-19-284-032-0000
16-19-284-033-0000
16-19-284-034-0000
16-19-284-035-0000
16-19-284-036-0000
16-19-284-037-0000
16-19-284-038-0000
16-19-284-039-0000