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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
WOODBURY & KESLER PC
525 EAST 100 SOUTH # 300
SALT LAKE CITY UTAH 84111
BY: LHP, DEPUTY - MI 9 P.

When Recorded Return to:
Management Committee
Graystone Arms Condominium
Attention: Evert House
2760 Highland Drive, #11
Salt Lake City, UT 84106

AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
GRAYSTONE ARMS CONDOMINIUM

PLEASE TAKE NOTICE BEFORE PURCHASING A UNIT

Except in very limited circumstances

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

This Amendment to the Declaration of Covenants, Conditions and Restrictions of Graystone Arms Condominium (the "Amendment") is adopted by the Association of Unit Owners of Graystone Arms Condominium.

Recitals

- A. The Declaration of Covenants, Conditions, and Restrictions of Graystone Arms Condominium was recorded October 28, 1981, as Entry No. 3618379, in Book 5307, beginning at page 335, in the office of the Salt Lake County Recorder (the "Declaration").
- B. A Correction of Declaration of Covenants, Conditions and Restrictions of Graystone Arms Condominium was recorded November 19, 1981, as Entry No. 3624792, in Book 5314, beginning at page 1398.
- C. The Declaration says: "25. Amendment. 25.1 Except as provided below and not inconsistent with the Act, the unit owners shall have the right to amend this Declaration and/or the Map upon the approval and consent of unit owners representing not less than two-thirds of the undivided interests in the Common Areas and Facilities. Any amendment shall be accompanied by the recordation of an instrument wherein the Management Committee certifies that the unit owners representing at least two-thirds of the undivided interests in the Common Areas and Facilities have approved and consented to any such amendment." (Declaration, §25.1).
- D. Unit owners representing not less than two-thirds of the undivided interests in the Common Areas and Facilities have consented to the amendments listed in this Amendment.

Amendment

The following amendments will be effective as of the recording date of this Amendment:

1. *Amendment No. 1.* The Declaration is amended by adding the following subsection K. to Section 6.2 Restrictions on Use:

K. Unit owners are not permitted to rent, lease or otherwise allow non-owner occupants to reside in their units. No rentals or rental units are permitted in the condominium project. The following unit owners and units are exempt from the rental restrictions: (i) a unit owner in the military for the period of the unit owner's deployment, (ii) a unit occupied by a unit owner's parent, child, grandchild, sibling, niece or nephew, or the spouse of a unit owner's parent, child, grandchild, sibling, niece or nephew; (iii) a unit owned by a trust or other entity created for estate planning purposes if the trust or estate planning entity was created for the estate of current resident of the unit or the parent, child or sibling of the current resident of the unit; and (iv) a unit acquired by a mortgagee.

As used in this subsection, "rental" or "rental unit" means a unit owned by an individual that is occupied by someone while no unit owner occupies the unit as the unit owner's primary residence; and a unit owned by an entity or trust, regardless of who occupies the unit.

If the unit is a rental unit, the unit owner remains responsible for all obligations of a unit owner under the Declaration, including all financial obligations, and has the responsibility to

ensure that all occupants of the unit adhere to all administrative, management and operational rules and regulations adopted by the Management Committee

2. *Amendment No. 2.* The Declaration is amended by deleting subsection E. to Section 6.2 Restrictions on Use and inserting the following as subsection E.:

- E. No animals or birds of any kind shall be raised, bred or kept in any unit or in the Common Areas and Facilities. The Association of Owners and Management Committee will make reasonable accommodations for service or assistance animals.

3. *Amendment No. 3.* The Declaration is amended by the following amendments to Section 11 MANAGEMENT:

The first sentence of subsection 11.1 is deleted and replaced by the following sentence: "The business, property and affairs of Graystone Arms Condominium shall be managed by a Management Committee consisting of three or five members who are officers or agents of Declarant or unit owners in the Project, said members to be elected as provided hereafter."

The first sentence of subsection 11.3 is deleted and replaced by the following sentence: "The Committee shall be composed of three or five members."

The fourth sentence of subsection 11.3 is deleted and replaced by the following sentence: "At each annual owners meeting, the owners will decide whether the Committee will be composed of three members or five members for the following year and will elect three or five Committee Members."

4. *Conflicts.* All provisions of the Declaration not specifically amended by this Amendment remain in full force and effect. If there is a conflict between the provisions of this Amendment and the provisions of the Declaration or any prior amendment or correction, the provisions of this Amendment will control.
5. *Incorporation of Declaration.* This Amendment supplements the Declaration and all the terms, definitions, covenants, conditions, restrictions and provisions of the Declaration apply to this Amendment unless they are specifically modified by this Amendment.

We certify that unit owners representing not less than two-thirds of the undivided interests in the Common Areas and Facilities have approved and consented to the amendments contained in this Amendment to the Declaration of Covenants, Conditions, and Restrictions of Graystone Arms Condominium.

This Amendment may be signed in counterparts, but all of the counterparts taken together will constitute one document.

**Counterpart Signature Page to Amendment to the
Declaration of Covenants Conditions and Restrictions
Of
Graystone Arms Condominium**

DATED this 22 day of October, 2014.

Graystone Arms Condominium Management Committee

Kevin Yelderman

By: Kevin Yelderman

Acting President

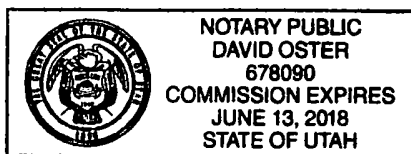
State of Utah)

:

County of Salt Lake)

On the 22nd day of October, 2014, personally appeared before me Kevin Yelderman who, being by me duly sworn, did say that he is a member of the Management Committee of Graystone Arms Condominium and that this document was signed on behalf of the Graystone Arms Condominium Association of Unit Owners by authority of a resolution of the Association of Unit Owners.

David Oster, Notary Public



**Counterpart Signature Page to Amendment to the
Declaration of Covenants Conditions and Restrictions
Of
Graystone Arms Condominium**

DATED this 21 day of October, 2014.

Graystone Arms Condominium Management Committee

Evert House

By: Evert House

Treasurer

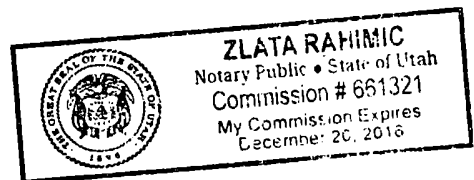
State of Utah)

:

County of Salt Lake)

On the 21 day of October, 2014, personally appeared before me Evert House who, being by me duly sworn, did say that he is a member of the Management Committee of Graystone Arms Condominium and that this document was signed on behalf of the Graystone Arms Condominium Association of Unit Owners by authority of a resolution of the Association of Unit Owners.

In the County of Salt Lake, State of Utah, on this 21 day of Oct, 2014, a notary public, personally appeared Evert House, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.



Zlata Rahimic

Notary Signature and seal

**Counterpart Signature Page to Amendment to the
Declaration of Covenants Conditions and Restrictions
Of
Graystone Arms Condominium**

DATED this 22 day of October, 2014.

Graystone Arms Condominium Management Committee

Bonnie H. Vail

By: Bonnie Vail

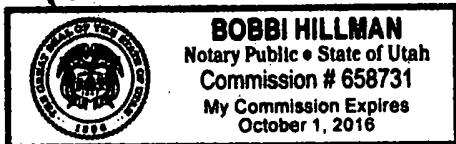
Member

State of Utah)

County of Salt Lake)

On the 22 day of October, 2014, personally appeared before me Bonnie Vail who, being by me duly sworn, did say that she is a member of the Management Committee of Graystone Arms Condominium and that this document was signed on behalf of the Graystone Arms Condominium Association of Unit Owners by authority of a resolution of the Association of Unit Owners.

Bobbi Hillman



**Counterpart Signature Page to Amendment to the
Declaration of Covenants Conditions and Restrictions
Of
Graystone Arms Condominium**

DATED this 22 day of October, 2014.

Graystone Arms Condominium Management Committee



By: Betty Burgess

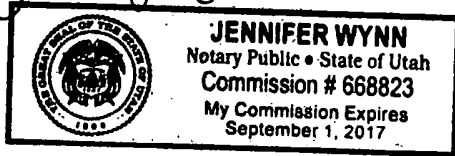
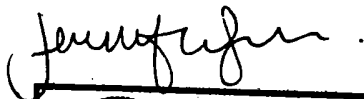
Member

State of Utah)

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County of Salt Lake)

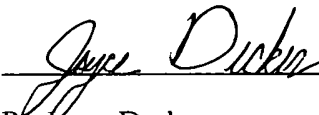
On the 22 day of October, 2014, personally appeared before me Betty Burgess who, being by me duly sworn, did say that he is a member of the Management Committee of Graystone Arms Condominium and that this document was signed on behalf of the Graystone Arms Condominium Association of Unit Owners by authority of a resolution of the Association of Unit Owners.



**Counterpart Signature Page to Amendment to the
Declaration of Covenants Conditions and Restrictions
Of
Graystone Arms Condominium**

DATED this 22 day of October, 2014.

Graystone Arms Condominium Management Committee



By: Joyce Decker

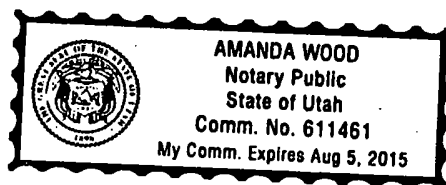
Member

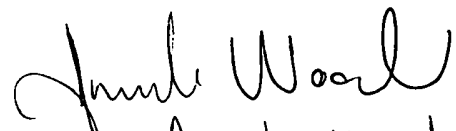
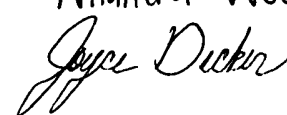
State of Utah)

:

County of Salt Lake)

On the 22 day of October, 2014, personally appeared before me Joyce Decker who, being by me duly sworn, did say that she is a member of the Management Committee of Graystone Arms Condominium and that this document was signed on behalf of the Graystone Arms Condominium Association of Unit Owners by authority of a resolution of the Association of Unit Owners.




Amanda Wood


| RXLP GRAYSTONE ARMS CONDO | | | BLK, LOT-QUAR | | OBSOLETE? |
|---------------------------|----------|---------|---------------|--------------------|-----------|
| B FLG | BLK/BLDG | IND FLG | LOT/QUAR | PARCEL NUMBER | |
| | | U | 1 | 16-29-237-002-0000 | |
| | | U | 2 | 16-29-237-003-0000 | |
| | | U | 3 | 16-29-237-004-0000 | |
| | | U | 4 | 16-29-237-005-0000 | |
| | | U | 5 | 16-29-237-006-0000 | |
| | | U | 6 | 16-29-237-007-0000 | |
| | | U | 7 | 16-29-237-008-0000 | |
| | | U | 8 | 16-29-237-009-0000 | |
| | | U | 9 | 16-29-237-010-0000 | |
| | | U | 10 | 16-29-237-011-0000 | |
| | | U | 11 | 16-29-237-012-0000 | |
| | | U | 12 | 16-29-237-013-0000 | |
| | | U | 13 | 16-29-237-014-0000 | |
| | | U | 14 | 16-29-237-015-0000 | |
| | | U | 15 | 16-29-237-016-0000 | |
| | | U | 16 | 16-29-237-017-0000 | |
| | | U | 17 | 16-29-237-018-0000 | |
| | | U | 18 | 16-29-237-019-0000 | |
| | | U | 19 | 16-29-237-020-0000 | |

| RXLP GRAYSTONE ARMS CONDO | | | BLK, LOT-QUAR | | OBSOLETE? |
|---------------------------|----------|---------|---------------|--------------------|-----------|
| B FLG | BLK/BLDG | IND FLG | LOT/QUAR | PARCEL NUMBER | |
| END OF LIST | | | | | |
| | | U | 20 | 16-29-237-021-0000 | |
| | | U | 21 | 16-29-237-022-0000 | |
| | | U | 22 | 16-29-237-023-0000 | |
| | | U | 23 | 16-29-237-024-0000 | |
| | | U | 24 | 16-29-237-025-0000 | |
| | | U | AREA | 16-29-237-001-0000 | |