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Gary W. Ott
Recorder, Salt Lake County, UT
RICHARDS KIMBLE & WINN
BY: eCASH, DEPUTY - EF 3 P.

After Recording Return To:

RICHARDS, KIMBLE & WINN, PC
2040 Murray Holladay Rd., Suite 106
Salt Lake City, UT 84117

**AMENDMENT TO THE
DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS
FOR
TOWER HILL CONDOMINIUM**

A. Certain real property in Salt Lake County, Utah, known as the Tower Hill Condominium is subjected to certain covenants, conditions and restrictions pursuant to a Declaration of Covenants, Conditions, Restrictions and By-laws recorded October 24, 1974, as Entry No. 2669443 in the Recorder's Office for Salt Lake County, Utah (the "Declaration").

B. This amendment shall be binding against the property subjected to the Declaration and any annexation or supplement thereto, described as follows:

All Units and Common Area (25 total), TOWER HILL CONDOMINIUM
AMENDED, according to the plat(s) thereof as recorded in the office of the Salt
Lake County Recorder.
First Parcel # 9313290190000

C. The Association membership deems it necessary and desirable that the Units in the project be owner-occupied.

D. The undersigned hereby certifies that, pursuant to Section 24 of the Declaration, all of the requirements to amend the Declaration have been satisfied and that the approval and consent of at least two-thirds of the undivided interests in the common areas and facilities has been obtained to adopt this amendment.

NOW, THEREFORE, the Association hereby amends **Section 6B** of the Declaration to add the following entirely new subsection 12:

12. *Rentals Prohibited, Owner-Occupancy of Units Required.*

12.1 Owner-Occupancy Required. Every occupied Unit shall be "Owner-Occupied," except as provided below. Owner-Occupied means occupancy of a Unit as a primary residence by:

(a) The vested owner of the Unit as shown in the records of the Salt Lake County Recorder; any trustee or beneficiary of a trust owning a Unit; any member or shareholder

owning a beneficial interest of at least 25% of an LLC or corporation owning a Unit; any signer on a mortgage or trust deed encumbering a Unit,

(b) Any child, descendant, parent, ancestor, stepchild, stepparent, child-in-law, parent-in-law, sibling, or spouse of any person described in 12.1(a) above, or

(c) An employee who is employed by any person described in 12.1(a) above for the purpose of rendering personal service to such person.

As long as a Unit is occupied by one or more persons described in 12.1 above, the Unit shall be deemed Owner-Occupied for purposes of this Section 12, regardless of whoever else concurrently occupies the Unit.

12.2 Grandfather Status.

(a) "Rent" and "lease," and any of their derivatives, means regular, exclusive occupancy of a Unit by a person or persons other than the Owner in exchange for the payment of rent in the form of money, property or other goods or services of value.

(b) Notwithstanding Section 12.1, all Units being rented at the time that this Amendment is recorded may continue to be rented to, and only to, the tenant or tenants in occupancy at the time of recording of this Amendment if the Owner of such a Unit submits to the Management Committee, within 60 days of recording of this Amendment, a written statement that the Owner is currently renting the Unit together with the Owner's name, address, Unit address, phone number, and the full name of each tenant.

12.3 Hardship Exemption. Notwithstanding anything herein to the contrary, to avoid undue hardships or extreme practical difficulties such as might occur in certain circumstances of job relocation, disability, military service, charitable service, or other similar situations, the Committee shall have the discretion to approve an Owner's application to temporarily rent the Owner's Unit or to approve non-Owner-Occupancy of a Unit.

12.4 Lender Exemption. A lender in possession of a Unit following a foreclosure of such lender's first mortgage on the Unit, or pursuant to any deed in lieu of foreclosure of a first mortgage, shall be exempt from the requirement that the Unit be Owner-Occupied for as long as, but only as long as, the lender owns the Unit.

12.5 Leases, Lease Agreements. Any lease agreement between an Owner and a lessee must be in writing and must provide, among other things, that the terms of the lease shall in all respects be subject to the provisions of the Declaration, the Articles of Incorporation of the Association, the Bylaws, and the Rules and Regulations. All lease agreements shall contain as an attachment to the lease agreement, a copy of the current Rules and Regulations of the Association. Within 10 days of a Unit being rented under a hardship exemption, the Owner must provide the Association with a copy of the signed lease agreement and the name(s) of all tenants, including the names of all individuals who will occupy the Unit, and the Owner must keep such information updated with the Association within 15 days of any change. No Unit Owner shall rent less than the entire Unit (room renting is prohibited), except in cases of hardship caused by

disability of an occupant of an Owner-Occupied Unit, which exception shall be granted in the discretion of the Committee.

12.6 Proof of Owner-Occupancy. Each Owner shall provide proof of Owner-Occupancy in the form and intervals required by the Management Committee from time to time or upon request of the Management Committee.

12.7 Interpretation, Construction. All questions of interpretation or construction of any of the covenants, restrictions or terms herein shall be resolved by the Management Committee, and its decision shall be final, binding and conclusive on all parties affected for all purposes.

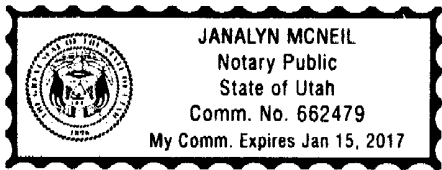
IN WITNESS WHEREOF, the Tower Hill Condominium has executed this Amendment to the Declaration as of the 7 day of May, 2015.

TOWER HILL CONDOMINIUM
a Utah nonprofit corporation

Sign: *[Signature]*
Print Name: JOHN GREENE
Title: AGENT

State of Utah)
 :SS
County of Salt Lake)

Subscribed and sworn to before me on the 7th day of May, 2015, by John Greene



Janalyn McNeil
Notary Public