12183992 12/7/2015 3:49:00 PM \$171.00 Book - 10385 Pg - 5972-5977 Gary W. Ott Recorder, Salt Lake County, UT MILLER HARRISON LLC BY: eCASH, DEPUTY - EF 6 P.

WHEN RECORDED RETURN TO: MILLER HARRISON LLC 50 West Broadway, Suite 450 Salt Lake City, Utah 84101

# FOURTEENTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM

## THE PARC AT GATEWAY CONDOMINIUMS

## A UTAH CONDOMINIUM PROJECT

THIS FOURTEENTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM THE PARC AT GATEWAY CONDOMINIUMS A UTAH CONDOMINIUM PROJECT 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 The Parc at Gateway Condominiums was subjected to certain covenants, conditions, and restrictions as contained in the Declaration of Condominium The Parc at Gateway Condominiums, a Utah Expandable Condominium Project, recorded in the Recorder's Office for Salt Lake County, Utah on August 20, 2004, 2004 as Entry No. 9151848 ("Declaration");
- B. The Declaration was first supplemented by the First Supplement to Declaration of Condominium recorded with the Salt Lake County Recorder on September 9, 2004 as Entry No. 9168953.
- C. The Declaration was next supplemented by the Second Supplement to Declaration of Condominium recorded with the Salt Lake County Recorder on November 22, 2004 as Entry No. 9229448.
- D. The Declaration was next supplemented by the Third Supplement to Declaration of Condominium recorded with the Salt Lake County Recorder on December 2, 2004 as Entry No. 9238850.
- E. The Declaration was next supplemented by the Fourth Supplement to Declaration of Condominium recorded with the Salt Lake County Recorder on December 15, 2005 as Entry No. 9250330.
- F. The Declaration was next supplemented by the Fifth Supplement to Declaration of Condominium recorded with the Salt Lake County Recorder on January 19, 2005 as Entry No. 9277470.
- G. The Declaration was next supplemented by the Sixth Supplement to Declaration of Condominium recorded with the Salt Lake County Recorder on February 16, 2005 as Entry No. 9301512.

- H. The Declaration was next supplemented by the Seventh Supplement to Declaration of Condominium recorded with the Salt Lake County Recorder on March 30, 2005 as Entry No. 9336102.
- 1. The Declaration was next supplemented by the Eighth Supplement to Declaration of Condominium recorded with the Salt Lake County Recorder on April 28, 2005 as Entry No. 9361216.
- J. The Declaration was next supplemented by the Ninth Supplement to Declaration of Condominium recorded with the Salt Lake County Recorder on June 17, 2005 as Entry No. 9408152.
- K. The Declaration was next supplemented by the Tenth Supplement to Declaration of Condominium recorded with the Salt Lake County Recorder on August 3, 2005 as Entry No. 9450549.
- L. The Declaration was next supplemented by the Eleventh Supplement to Declaration of Condominium recorded with the Salt Lake County Recorder on June 16, 2011 as Entry No. 11199740.
- M. The Declaration was next amended by the Amendment to the Declaration of Condominium recorded with the Salt Lake County Recorder on January 9, 2014 as Entry No. 11787270.
- N. The Declaration was next amended by the Thirteenth Amendment to the Declaration of Condominium recorded with the Salt Lake County Recorder on February 13, 2015 as Entry No. 11993113.
- O. This Fourteenth Amendment shall be binding against the condominium units listed in "Exhibit A".
- P. This Fourteenth Amendment was approved by the consent of more than 67% of the votes allocated to all Sub-Units as per Section 18.03 of the Declaration.

### **AMENDMENTS**

#### Amendment One

Article VI, Section 6.05, Subsection (b) of the Declaration is hereby amended to read as follows:

(b) A vacancy on the Board of Directors created by the removal, resignation, or death of a Director appointed or elected by the Sub-Unit Owners shall be filled by a Director appointed by the remaining members of the Board of Directors following announcement of the vacancy and solicitation of nominations at least thirty (30) days before such appointment.

#### Amendment Two

Article X, Section 10.17 of the Declaration is hereby amended to read as follows:

## 10.17 <u>Disclosures Regarding Rentals.</u>

Pursuant to reasonable Rules and Regulations established by the Board of Directors, the Association may regulate or limit rentals of Condominium Sub-Units and may require the rental of any Condominium Sub-Unit to be conducted through one or more approved management companies. Prior to renting any Condominium Sub-Unit, the Sub-Unit Owner and the tenant shall execute a written lease agreement which shall include the following provisions:

- (a) The tenant shall agree to comply with all of the terms and conditions of the Declaration, Bylaws, and Rules and Regulations;
- (b) The tenant shall agree not to allow or commit any nuisance, waste, unlawful, or illegal act upon the Project;
- (c) The lease shall be on terms and for a period authorized by applicable governmental laws, ordinances, and statutes; and
- (d) The Sub-Unit 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 to abate any nuisance, waste, unlawful, or illegal activity upon the premises; and that the Association shall be entitled to exercise all of the Sub-Unit Owner's rights and remedies under the lease agreement to do so.

Prior to a tenant's occupancy of a Sub-Unit, the Sub-Unit Owner must provide to the Association the name, address, and telephone number of the tenant and a copy of the written lease agreement. The Association shall have the right and the obligation to enforce compliance with the Declaration and Bylaws against any Sub-Unit Owner and/or occupant of any Condominium Sub-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.

Upon a tenant's occupancy of a Sub-Unit, the Sub-Unit Owners of such Sub-Unit shall thereafter have only limited rights in the use of the Common Elements, such use limited to those uses reasonably necessary for a landlord to enforce the provisions of such lease. In the event that a Sub-Unit Owner withholds an Excess Parking Stall (as defined in Section 10.12) from the terms of the Lease, the Sub-Unit Owner thereof shall have the continuing right to use such Excess Parking Stall, provided, however that such Excess Parking Stall may not be leased to any other party.

Notwithstanding the foregoing, none of the Rules and Regulations adopted by the Association regarding the rental of Sub-Units shall be applicable to a Mortgagee holding title to a Sub-Unit, but only to such Sub-Unit and such Mortgagee for the period that it holds title to such Sub-Unit, who acquires such Sub-Unit by foreclosure or by a deed in lieu of foreclosure.

#### CERTIFICATION

I certify, on behalf of the Board of Directors for The Parc at Gateway Condominium Association, Inc., that the foregoing amendment to the Declaration was duly approved by the Association pursuant to the requirements of the Declaration.

EXECUTED this day of December, 2015.
John High
STATE OF UTAH )
) SS: COUNTY OF SALT LAKE )
On the 2 day of Docember 2015, personally appeared before me Britton Q. Bover, who by me being duly sworn, did say that he/she is the
President of The Parc at Gateway Condominium Association, Inc. and that the foregoing is true and orrect to the best of his/her knowledge.
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#### **EXHIBIT**

## Unit Parcel Numbers

## (152 TOTAL UNITS)

UNIT NO.	UNIT Parcel Number
101	15-01-130-140-0000
102	15-01-130-155-0000
103	15-01-130-156-0000
104	15-01-130-157-0000
105	15-01-130-158-0000
201	15-01-130-012-0000
301	15-01-130-159-0000
302	15-01-130-160-0000
303	15-01-130-161-0000
304	15-01-130-162-0000
305	15-01-130-163-0000
306_	15-01-130-164-0000
307	15-01-130-165-0000
308	15-01-130-166-0000
309	15-01-130-167-0000
310	15-01-130-168-0000
311	15-01-130-169-0000
312	15-01-130-170-0000
501	15-01-130-016-0000
502	15-01-130-017-0000
503	15-01-130-018-0000
504	15-01-130-019-0000
505	15-01-130-020-0000
506	15-01-130-021-0000
507	15-01-130-091-0000
508	15-01-130-022-0000
511	15-01-130-023-0000
512	15-01-130-110-0000
514	15-01-130-123-0000
515	15-01-130-092-0000
516	15-01-130-024-0000
517	15-01-130-069-0000
518	15-01-130-025-0000
601	15-01-130-070-0000
602	15-01-130-111-0000
603	15-01-130-026-0000

	504	15-01-130-027-0000
;	605	15-01-130-028-0000
	606	15-01-130-029-0000
	607	15-01-130-030-0000
	_608	15-01-130-093-0000
	609	15-01-130-031-0000
i ,	610	15-01-130-094-0000
	611	15-01-130-071-0000
	612_	15-01-130-072-0000
]	614	15-01-130-032-0000
 	615	15-01-130-073-0000
· · · · · · · · · · · · · · · · · · ·	616	15-01-130-033-0000
<u> </u>	617	15-01-130-074-0000
	618	15-01-130-034-0000
<u></u>	701	15-01-130-095-0000
ļ	702	15-01-130-105-0000
i	703	15-01-130-035-0000
	_ 704 _	15-01-130-036-0000
	705	15-01-130-037-0000
	706	15-01-130-038-0000
	707	15-01-130-085-0000
·	708	15-01-130-039-0000
	709	15-01-130-040-0000
	710	15-01-130-133-0000
!  -	711	15-01-130-086-0000
	712	15-01-130-075-0000
	714	15-01-130-041-0000
<b></b>	715	15-01-130-042-0000
	716	15-01-130-043-0000
	717	15-01-130-106-0000
	718	15-01-130-076-0000
	801	15-01-130-118-0000
,	802	15-01-130-124-0000
	803	15-01-130-096-0000
  -	804	15-01-130-077-0000
	805	15-01-130-078-0000
	806	15-01-130-134-0000

807	15-01-130-097-0000
808	15-01-130-112-0000
809	15-01-130-044-0000
810	15-01-130-098-0000
811	15-01-130-045-0000
812	15-01-130-079-0000
814	15-01-130-080-0000
815	15-01-130-099-0000
816	15-01-130-107-0000
817	15-01-130-100-0000
818	15-01-130-125-0000
901	15-01-130-135-0000
902	15-01-130-126-0000
903	15-01-130-046-0000
904	15-01-130-047-0000
905	15-01-130-048-0000
906	15-01-130-049-0000
907	15-01-130-127-0000
908	15-01-130-050-0000
909	15-01-130-051-0000
910	15-01-130-081-0000
911	15-01-130-101-0000
912	15-01-130-102-0000
914	15-01-130-052-0000
915	15-01-130-082-0000
916	15-01-130-119-0000
917	15-01-130-108-0000
918	15-01-130-128-0000
1001	15-01-130-120-0000
1002	15-01-130-129-0000
1003	15-01-130-113-0000
1004	15-01-130-053-0000
1005	15-01-130-054-0000
1006	15-01-130-103-0000
1007	15-01-130-136-0000
1008	15-01-130-055-0000
1009	15-01-130-056-0000
1010	15-01-130-114-0000
1011	15-01-130-087-0000
1012	15-01-130-171-0000

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1014	15-01-130-057-0000
1015	15-01-130-083-0000
1016	15-01-130-084-0000
1017	15-01-130-058-0000
1018	15-01-130-059-0000
1101	15-01-130-115-0000
1102	15-01-130-137-0000
1103	15-01-130-144-0000
1104	15-01-130-121-0000
1105	15-01-130-122-0000
110€	15-01-130-145-0000
1107	15-01-130-138-0000
1108	15-01-130-060-0000
1109	15-01-130-061-0000
1110	15-01-130-062-0000
1111	15-01-130-116-0000
1112	15-01-130-146-0000
1114	15-01-130-063-0000
1115	15-01-130-088-0000
1116	15-01-130-089-0000
1117	15-01-130-130-0000
1118	15-01-130-147-0000
1201	15-01-130-131-0000
1202	15-01-130-064-0000
1203	15-01-130-148-0000
1204	15-01-130-149-0000
<u>1</u> 205	15-01-130-150-0000
1206	15-01-130-151-0000
1207	15-01-130-139-0000
1208	15-01-130-065-0000
1209	15-01-130-066-0000
1210	15-01-130-067-0000
1211	15-01-130-104-0000
1212	15-01-130-152-0000
1214	15-01-130-117-0000
1215	15-01-130-090-0000
1216	15-01-130-153-0000
1217	15-01-130-172-0000
1218	15-01-130-154-0000