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Gary W. Ott
Recorder, Salt Lake County, UT
SUTHERLAND TITLE
BY: eCASH, DEPUTY - EF 6 P.

WHEN RECORDED RETURN TO:
Aspen Park Condominium Owners Association
c/o Robert G. Crockett
Fabian VanCott
215 South State Street, Suite 1200
Salt Lake City, UT 84111-2323

**AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE ASPEN PARK
CONDOMINIUMS A UTAH CONDOMINIUM PROJECT**

This amendment to Declaration of Condominium of the Aspen Park Condominium Project is made this 4th day of June, 2016, by the Aspen Park Condominium Owners Association (the "Association").

RECITALS:

- A. The Aspen Park development is subject to that certain Declaration of Condominium of the Aspen Park Condominiums A Utah Condominium Project, dated November 13, 1981, and recorded November 16, 1981 as Entry Number 3623725 in the Official Records of the Salt Lake County Recorder (the "Declaration"). All capitalized terms contained herein without definition shall have the definitions set forth in the Declaration;
- B. The Association desires to amend the Declaration; and
- C. By affirmative vote of more than two-thirds of the total votes in the Association this Amendment has been approved and shall become effective upon recordation.

AMENDMENT:

1. The "Amendment to Restrictions" recorded on October 29, 2014 as Entry No. 11936754 with the Salt Lake County Recorder is hereby replaced with this amendment.
2. The "Amendment to Restrictions" recorded on December 3, 2014 as Entry No. 11955449 with the Salt Lake County Recorder is hereby replaced with this amendment.
3. Section 3.02 of the Declaration is hereby deleted in its entirety and replaced with the following:

3.02 Description of Units. The map contains the unit number, location and dimensions of each Unit. The project has eight buildings with two Units per building. Each Unit has a finished basement level. The second level of each Unit has inside parking for two cars. The third level has living room and kitchen with sliding doors to outside deck leading down to a patio and fenced private yard. The fourth level has two bedrooms with a bathroom. These Units are described as a Condominium Townhouse.

ACCOMODATION RECORDING ONLY:
Sutherland Title Company makes no representation as to the condition of title and assumes no liability or responsibility for the validity, sufficiency, or effect of this recording.

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4. Section 6.03 of the Declaration is hereby deleted in its entirety and replaced with the following:

6.03 **Restrictions on Signs.** Owners shall not place any for sale signs except as follows: Owners are allowed to place two for-sale signs as follows: one for-sale sign in the window of the Unit offered for sale, and another directional for-sale sign not to exceed 36 inches tall and 24 inches wide in the front of the Project along Fort Union Blvd.

5. Section 6.04 of the Declaration is hereby deleted in its entirety and replaced with the following:

6.04 **Pets and Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Areas except that household pets may be kept or housed in Units when expressly permitted in writing by the Board of Trustees. Each Owner who desires to keep a pet in his or her Unit shall apply in writing to the Board of Trustees for permission to keep such pet. The Board shall have sole, absolute, and unconditional discretion to determine whether a pet is allowed. In no event shall any pet be permitted in any portions of the Common Areas unless carried or on a leash. When an Owner sells or leases a Unit, the Owner must inform the buyer or tenant that no pets are allowed unless the buyer or tenant obtains express approval in writing from the Board.

To obtain approval from the Board for a pet the Owner or tenant must (1) petition to the Board in writing, with a description and picture of the pet; (2) acknowledge in writing an understanding of rules of the Association and of the provisions of the Declaration, and (3) agree to remove the pet if the Board revokes permission to keep the pet.

Each owner who keeps a pet in a unit shall indemnify and hold all other owners harmless against any loss or liability of any kind or character whatsoever arising from or as a result of having such pet in the Project. If a pet disturbs other owners by biting or in other ways becoming obnoxious, the Board of Trustees will give notice to the owner of such pet to cause such annoyance to be discontinued; and if such annoyance is not discontinued and corrected, the Board of Trustees may, in its absolute, unconditional, and sole discretion, revoke its permission to keep the pet in the Project and the pet shall be removed therefrom.

Notwithstanding the foregoing, dogs weighing over 25 pounds are expressly prohibited in the Project, including without limitation in any Unit. When an Owner sells or leases a Unit, the Owner must inform the buyer or tenant that no dogs over 25 pounds are allowed. Any specific and individual dog kept in a Unit on or before August 14, 2001 is exempt. Any such dogs in the Project are not

allowed to run loose, and must be kept on a leash when in any of the Common Areas.

6. A new section, Section 6.13, is added with the following:

6.13 **Balconies.** As of December 12, 1998, Owners who have extended the size of their back balcony beyond the original size of three (3) feet high, forty-eight (48) inches wide and 10' 8 and 1/3" in length are responsible for any and all repairs, maintenance, stain, pain, and upkeep of their decks.

7. Section 6.10 renamed and is deleted in its entirety and replaced with the following:

6.10 **Rental Restriction Policy.** Subject to the requirements of Utah Code Ann. § 57-8-10.1, as subsequently amended, the lease or rental of a Condominium is limited as follows:

- (a) With the exception of a lender in possession of a Condominium following a default in a First Mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Owner shall be permitted to lease his or her Condominium for transient or hotel purposes.
- (b) No Owner shall lease less than the entire Condominium.
- (c) Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles, the Bylaws, and the Association rules, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease.
- (d) All leases shall be in writing.
- (e) The initial lease term must be for a minimum of one month.
- (f) Before leasing or renting a Condominium, the Owner must obtain a full background check on all adult tenants, at the Owner's expense.
- (g) All damage done to the common areas by the renter or lessee must be paid for entirely by the Owner of such Condominium.
- (h) **Maximum Percentage of Rentals.** The number of Condominiums that may be rented or leased out at any given time may not exceed 25% of the total number of Condominiums in the Association. For the purposes of the Rental Restriction Policy a "rental" includes housing units or any portion of units that are

rented or leased for any period, including single day or short-term rentals.

(i) If the rental cap has been met, an Owner may apply to the Association Board to be put on a waiting list.

(j) After a lease agreement has been signed, the owner shall provide in writing the following information to the Association Board: (1) Owners correct residence address and personal phone number; (2) A copy of the entire rental/lease agreement; (3) The legal name of every tenant signing the lease agreement; and (4) The personal phone number of every tenant signing the rental/lease agreement.

(k) Application for Rental Occupancy. Any owner who desires to rent their home shall submit an Application for Rental Occupancy to the Board of Directors, as provided in this Rental Restriction Policy. Approval by the Board is subject to maintaining a 25% Owner Occupancy Ratio. Applications shall apply on a first-come, first-served basis except owners qualifying for the Exemptions or Existing Rentals Grandfathered provisions of the Rental Restriction Policy may be given priority.

The Board will maintain an up-to-date, written record of rental homes to substantiate the Owner Occupant Ratio and also a waiting list of owners interested (in order of application) in renting their property as necessary. The Board shall create, by rule or resolution, additional procedures as necessary to determine and track the number of rentals and units in the condominium project subject to the provisions described in the Rental Restriction Policy and to ensure consistent administration and enforcement of the rental restrictions.

(l) Exemptions. Notwithstanding anything herein, in accordance with Utah Code §57-8-10.1 as subsequently amended, Owners who qualify for statutory exemption from rental restrictions shall be permitted to rent their units to the extent required by law.

Statutorily exempt owners shall not be counted towards the maximum percentage of rentals for the purposes of approval of non-exempt applications for rental occupancy.

The Board shall have sole, absolute, and unconditional discretion to approve additional units for lease or rental, even above the cap, to avoid undue hardships or practical difficulties. After two (2)

years an Owner who has been granted a hardship rental may request the Board to grant an extension of the hardship rental.

To the extent required by law, prior owners' rights as set forth in the Utah Code and as subsequently amended, are not affected.

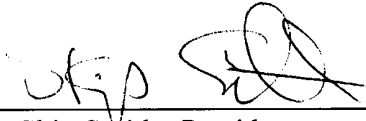
(m) Existing Rentals Grandfathered. In accordance with Utah Code §57-8-10.1 as subsequently amended, Condominiums rented at the time this policy is adopted can continue to be rented to the extent required by law. To the extent allowed by law, to qualify for this grandfather privilege, an owner renting a unit must submit a copy of the rental agreement and tenant application to the Board within 30 days of the date that this policy is adopted. Owners of existing rentals at the time this policy is adopted shall be counted towards the maximum percentage of rentals for the purposes of approval of non-exempt applications for rental occupancy.


8. Section 8.01 of the Declaration is hereby deleted in its entirety and replaced with the following:

8.01 The Common Areas. The Board of Trustees, acting on behalf of the Association and, subject to the rights and duties of the Owners as set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including the Common Facilities), and shall keep the same in a good, clean, attractive, safe, and sanitary condition, order, and repair; provided, however, that unless otherwise stated herein, each Owner shall keep the Limited Common Areas designated for use in connection with his Unit, if any, in a clean, sanitary, and attractive condition. The Association shall be responsible for the maintenance and repair of the exterior of the Buildings, other improvements and grounds, including without limitation painting thereof, repair and replacement of exterior trim, roofs and fences, and maintenance of landscaping, walkways, driveways, and parking areas. The Board of Trustees shall also be responsible for maintenance, repair, and replacement of Common Areas within the Buildings, including, without limitation, utility lines, Common Facilities, and all improvements and other items located within or used in connection with the Common Areas. The specification of duties of the Board of Trustees with respect to particular Common Areas shall not be construed to limit its duties with respect to other Common Areas. All goods and services procured by the Board of Trustees in performing its responsibilities under this Section shall be paid for with funds from the Common Expense Fund. Notwithstanding anything else herein to the contrary, garage doors are considered as part of the exterior of the Units. The Association shall maintain and/or replace garage doors as necessary (excluding garage door lifts and openers). The Board shall determine the extent of necessary repairs, maintenance, or replacement of garage doors.

THIS AMENDMENT TO DECLARATION is executed as of the date first stated above.

ASPEN PARK CONDOMINIUM OWNERS
ASSOCIATION,
a Utah non-profit corporation

By 
Skip Smith., President

By 
Rick A. Nielson Secretary

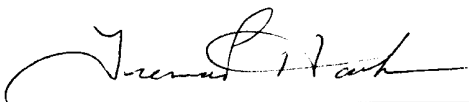
STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 23 day of June, 2016, by Skip Smith, as President of **Aspen Park Condominium Owners Association**, a Utah non-profit corporation.




NOTARY PUBLIC