

12332742
08/01/2016 11:52 AM \$14.00
Book - 10459 Pg - 185-187
BARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
CURTIS G. KIMBLE
2040 MURRAY HOLLADAY RD
STE. 106
SLC UT 84117
BY: MMA, DEPUTY - WI 3 P.

After Recording Return To:

Curtis G. Kimble, Esq.
2040 Murray Holladay Rd., Suite 106
Salt Lake City, UT 84117
801-274-6800

**AMENDMENT TO REVISED DECLARATION AND BYLAWS
OF
FORT UNION COVE CONDOMINIUM**

A. Certain real property in Salt Lake County, Utah, known as is subjected to certain covenants, conditions and restrictions pursuant to a Revised Declaration and Bylaws of Fort Union Cove Condominium recorded June 19, 2000, as Entry No. 7662670 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:

Units A1, A2, B3, B4, C5, C6, D7, D8, E9, E10, F11, F12, G13, G14, FORT
UNION COVE CONDOMINIUM, according to the plat thereof as recorded in the
office of the Salt Lake County Recorder.
First Parcel # 22-30-276-002-0000

C. Pursuant to Utah Code § 57-8-39, the undersigned hereby certifies that all of the voting requirements to amend the Declaration have been satisfied, that unit owners with at least 67% of the voting interests of the Association have affirmatively approved the adoption of this document and that no change from the Declaration affecting the undivided interest of each unit owner in the common areas, unit boundaries or unit owners' voting rights has been made in this Amendment. Pursuant to Article 19, Section 19.1 of the Declaration, the undersigned hereby certifies that all of the requirements to amend the Declaration have been satisfied.

NOW, THEREFORE, the Association hereby amends **Article 8, Section 8.2.6** of the Declaration to read as follows:

8.2.6 A unit owner shall not permit any animals of any kind to be raised, bred, or kept in his or her unit or in the limited common areas and facilities appurtenant to his or her unit, including but not limited to dogs, reptiles, insects and rodents, with the following exceptions:

(1) a single cat which is unheard from outside the unit and is not seen outside the unit, except when carried by a person in the person's arms or in an appropriate animal carrier; and

(2) assistance animals shall be allowed to the extent defined and required by state or federal fair housing laws.

NOW, THEREFORE, the Association hereby amends **Article 8** of the Declaration by adding the following entirely new **Section 8.2.10**:

8.2.10 Rental Cap. No more than three units may be rented at any given time, including Grandfathered Units (as hereinafter defined), but excluding units rented pursuant to a mandatory exemption (the "Rental Cap"). No owner shall rent less than the entire unit, except the lower portion of unit #10 may be rented, and such unit shall not be deemed a rental and shall not be subject to the Rental Cap, for as long as the owner occupies the upper portion of the unit.

(a) **Definition of Rental.** "Rental," "Rented," or "Renting" means: (a) a unit owned by an entity or trust, regardless of who occupies the unit, or (b) a unit not owned by an entity or trust, that is occupied by someone while no owner occupies the unit as the owner's primary residence.

(b) **Tenants.** An owner shall perform a financial and background check on all tenants prior to entering into a lease agreement with the tenants. Each tenant of a rental unit is required to abide by the terms of the Declaration, Bylaws and rules and regulations of the Association. The tenant and the rental unit owner are jointly and severally liable for a violation of a provision of such governing documents of the Association and for any fine levied as a result of such violation.

(c) **Grandfather Status.** Notwithstanding the Rental Cap, an owner who has a rental in the Association at the time this Declaration is recorded and who submits to the Management Committee, within 60 days of recording of this Declaration, a written statement that the owner is currently renting the unit together with the owner's name, address, unit address, and phone number, shall be allowed to continue renting such unit until: (1) the owner transfers or conveys the unit (including, if the unit is owned by a limited liability company, corporation, partnership, or other business entity, the sale or transfer of more than 75% of the business entity's shares, stock, membership interests, or partnership interests in a 12-month period), (2) the owner occupies the unit; or (3) an officer, owner, member, trustee, beneficiary, director, or person holding a similar position of ownership or control of an entity or trust that holds an ownership interest in the unit, occupies the unit.

(d) **Required Exemptions.** The following owners and units are exempt from the Rental Cap, but shall apply to the Management Committee for permission to rent (which application shall be granted upon a determination by the Management Committee that the owner or unit qualifies as one of the following): (1) an owner in the military for the period of the owner's deployment; (2) a unit occupied by an owner's parent, child, or sibling; (3) an owner whose employer has relocated the owner for no less than two years; (4) 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: (a) the estate of a current resident of the unit; or (b) for the parent, child, or sibling of the current resident of the unit; (5) an owner engaged in charitable or religious service causing the owner to relocate for no less than two years; or (6) a unit transferred to or administered by the heirs of a deceased owner for a period of two years from the death of the owner. The Management Committee may require an owner to provide relevant proof that the owner qualifies under an above exemption.

NOW, THEREFORE, the Association hereby amends Article 10, Section 10.3.13 of the Declaration to read as follows:

10.3.13 To enter expenditures and income, update, maintain, and record adequate financial and accounting records which are made available, and are secured, by use of an electronic application(s) that is compatible with the banking institution(s) where the Association's account(s) is held.

IN WITNESS WHEREOF, the Fort Union Cove Condominium Association has executed this Amendment to the Declaration as of the 1 day of August, 2016.

**FORT UNION COVE
CONDOMINIUM ASSOCIATION**
a Utah nonprofit corporation

Sign: [Signature]
Print Name: MARK E. ALLRED
Title: President F.U.C.C.

State of Utah)
 :SS
County of Salt Lake)

Subscribed and sworn to before me on the 1 day of August, 2016, by
Mark E. Allred

[Signature]
Notary Public

