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Gary W. Ott  
Recorder, Salt Lake County, UT  
BALL JANIK LLP  
BY: eCASH, DEPUTY - EF 3 P.

After Recording Return To:

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Salt Lake City, UT 84117  
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**AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
RESIDENCES AT PARK AVENUE**

A. Certain real property in Salt Lake County, Utah, known as the Residences at Park Avenue is subject to a Declaration of Covenants, Conditions and Restrictions recorded April 8, 2013, as Entry No. 11613892 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:

Lots 101 - 172, RESIDENCES AT PARK AVENUE PHASE 1 SUBDIVISION,  
according to the official plat thereof as recorded in the office of the Salt Lake  
County Recorder.

First Parcel # 27-34-131-001-0000

Lots 201 - 237, RESIDENCES AT PARK AVENUE PHASE 2 SUBDIVISION,  
according to the official plat thereof as recorded in the office of the Salt Lake  
County Recorder.

First Parcel # 27-34-127-058-0000

C. The Residences at Park Avenue Homeowners Association ("Association") deems it necessary and in the best interests of the Owners to adopt the following amendment.

D. Pursuant to Article 15, Section 15.1 of the Declaration, the undersigned hereby certifies that all of the requirements to amend the Declaration have been satisfied and that Owners holding Allocated Interests totaling at least 60% of the total Allocated Interest have voted to approve this amendment.

**NOW, THEREFORE**, the Association hereby amends **Article 20** of the Declaration by replacing **Section 20.3** with the following:

20.3 No more than **twenty-five percent (25%)** of the total Units may be rented at any given time, including grandfathered Units (pursuant to Section 20.5(g)), but excluding Units rented pursuant to an exemption under Section 20.5(h) or (i) (the "**Rental Cap**"). "**Rental**," "**Rented**," or "**Renting**" means a Non-Owner Occupied Unit that is not occupied by a Family Member.

**NOW, THEREFORE**, the Association hereby amends **Article 20** of the Declaration by replacing **Section 20.5(b)** with the following:

20.5 (b) A copy of any lease or other agreement for Non-Owner Occupancy shall be delivered to the Association within 14 days from the date the occupant occupies the Unit. Failure to deliver a copy of the lease or other agreement for Non-Owner Occupancy shall subject the Owner of the Unit to a \$500 fine.

**NOW, THEREFORE**, the Association hereby amends **Article 20** of the Declaration by adding the following entirely new subsections **20.5(f) through (i)**:

20.5 (f) **Application Required.** Prior to renting a Unit, the Unit Owner shall apply to the Management Committee. The Committee shall review the application and make a determination of whether the rental will exceed the Rental Cap and the Committee shall deny the application if it determines that the rental of the Unit will exceed the Rental Cap. Once the Rental Cap is reached, applicants will be placed on a waiting list according to the date the application was received. Application approval shall be conditioned upon receipt by the Committee of a sworn statement (or other form of proof deemed satisfactory to the Committee from time to time) executed by the Owner certifying that a criminal background check has been performed on the prospective tenant by the Owner.

(g) **Deposit.** The Management Committee may require a deposit from an Owner of a rental. The deposit shall be refunded to the Owner when the Unit ceases to be rented, minus any amounts owing to the Association, including amounts for unpaid fines and assessments and for repair of any damage to common areas caused by the Owner or the Owner's guests, invitees or tenants.

(h) **Grandfather Status.** Notwithstanding the Rental Cap, an Owner who has a rental in the Project at the time this amendment is recorded and who 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, 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.

(i) **Required Exemptions.** The following Owners and Units are exempt from the restrictions on the number and term of rentals contained in this Declaration: (1) an Owner in the military for the period of the Owner's deployment, (2) an Owner whose employer has relocated the Owner for no less than two years.


(j) **Hardship Exemptions.** The Management Committee may grant exemptions ("**Hardship Exemptions**") in writing temporarily exempting an Owner from the Rental Cap in

20.3 (but not from any other provision herein), which Hardship Exemptions shall only be granted in the sole discretion of the Management Committee to avoid undue hardships or extreme practical difficulties in situations such as the Owner's disability, extended charitable service, or the taking of title to a Unit by heirs after of the death of an Owner. A Hardship Exemption shall expire two years from issuance, at which point the Owner shall cease to rent the Unit unless another Hardship Exemption has been granted in writing. The Management Committee may not approve an application to rent less than the Owner's entire Unit or to rent the Unit for a period of less than 12 consecutive months.

(k) Administration of Rental Restrictions. The Association shall create, by rule or resolution, procedures to: (1) determine and track the number of rentals and Units in the Association which are grandfathered or exempt pursuant to the provisions described in Subsections (h), (i) and (j); and (2) enable or aid in the consistent administration and enforcement of the rental restrictions contained herein.

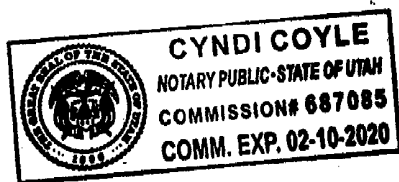
IN WITNESS WHEREOF, the Residences at Park Avenue Homeowners Association has executed this Amendment to the Declaration as of the 19 day of July, 2016.

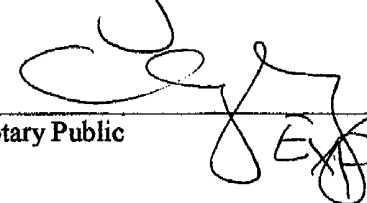
**RESIDENCES AT PARK AVENUE  
HOMEOWNERS ASSOCIATION**  
a Utah nonprofit corporation

Sign:   
Print Name: ANDREA WITHERS  
Title: HOA PRESIDENT

State of Utah )  
                              ) :SS  
County of Salt Lake )

Subscribed and sworn to before me on the 19 day of July, 2016, by  
Andrea M. Withers



  
Notary Public 2-10-20