

**AMENDMENT**  
to the  
**WREN CIRCLE CONDOMINIUMS**  
**DECLARATION**  
of  
**COVENANTS, CONDITIONS & RESTRICTIONS**  
and  
**BYLAWS**

This Amendment to Wren Circle Condominiums Declaration of Covenants, Conditions and Restrictions and Bylaws (the "2017 Amendment") is made and executed on the date shown below by the owners of units in Wren Circle Condominiums ("Wren Circle") after having been voted on and approved by the owners in Wren Circle.

**RECITALS**

WHEREAS, Wren Circle Condominiums was created by the recording of the "Wren Circle Condominiums Declaration of Covenants, Conditions and Restrictions and Bylaws" ("Enabling Declaration") recorded in the records of Salt Lake County, Utah, on January 11, 1979, as entry number 3222778; and

WHEREAS, the Enabling Declaration was amended by the "Amendment to the Wren Circle Condominiums Declaration of Covenants, Conditions & Restrictions and Bylaws" recorded in the records of Salt Lake County, Utah, on October 28, 2014, as entry number 11936623; and

WHEREAS, the property that is the subject of this 2017 Amendment is situated in and upon that certain real property located in Salt Lake County, State of Utah, as specifically described in Exhibit "A", attached hereto and incorporated herein by this reference, and including the common area that is appurtenant to each unit as shown on the plat maps for Wren Circle, as recorded in the office of the County Recorder for Salt Lake County, State of Utah. There are 10 units at Wren Circle; and

NOW THEREFORE, to accomplish the unit owners' objectives, the following amendments

are hereby adopted to amend the Enabling Declaration and any amendments to the Enabling Declaration. If there is any conflict between this 2017 Amendment and the Enabling Declaration, this document shall control, unless otherwise stated. Unless the context clearly indicates otherwise, those terms used in the Enabling Declaration shall have the same meaning when used in this 2017 Amendment.

This 2017 Amendment shall become effective upon recording. The Wren Circle Enabling Declaration is hereby amended as follows:

## **AMENDMENT**

### **ARTICLE I RENTAL RESTRICTIONS**

The following provisions shall be added as an amendment to the Enabling Declaration:

WHEREAS, the Owner's desire to preserve and enhance the quality of life within the Wren Circle and have purchased their Units for the purpose of using their Unit as an Owner occupied Single Family Residence; and

WHEREAS, the Owners believe the high-density condominium living concept was developed to create a real property interest wherein individuals could own their own property and enjoy the benefits that accompany ownership of real property, including the stability associated with real property ownership, both individually and as a neighborhood, as well as the security that comes to a community by having residents who have ownership interests in real property and are committed to the long-term welfare and good of the community;

WHEREAS because the Owners of Units within Wren Circle own a shared and undivided interest in the Association Common Area, the Common Area was created for the purpose of owners sharing the use of Common Area and not created for the use of non-Owners.

WHEREAS, the Owners of Units realize that the value of their Units is directly related to the ability to sell their Units, that the ability to sell their Units is directly related to the ability of prospective borrowers to obtain financing, and that underwriting standards at financial institutions and secondary mortgage markets restrict the percentage of non-owner occupied Units that can exist in a condominium community; and further, when too high a percentage of non-owner occupied Units exist in a condominium community, a buyer will not be able to qualify for favorable and competitive market interest rates and financing terms, thus inhibiting Owners' ability to sell their Units and depressing the value of all the Units at Wren Circle; and

WHEREAS, the Owners desire to live in a condominium community that is orderly, peaceful, well-maintained, and desirable, and that will allow for and protect the comfortable enjoyment of all residents of Wren Circle, and have determined through the years of collective experience, that Owners of Units are more responsive to the needs of the Condominium community, take a greater interest and care of the Common Areas, and are generally more respectful of the Association rules;

THEREFORE, to accomplish the Owners' objective, the following provisions are adopted limiting and restricting the number of Units that may be occupied by non-Unit-Owners at Wren Circle:

- 1.1 **Leasing Prohibited.** The leasing/renting of Units at Wren Circle is prohibited unless the leasing is consistent with the provisions of this Amendment.
- 1.2 **Limited Leasing Permitted.** No Unit may be rented or leased for less than twelve (12) consecutive months. No short term, weekly, weekend, or overnight rentals, shall be permitted.
- 1.3 **Rental Cap.** Zero Units at Wren Circle shall be occupied by non Unit Owners unless they meet one of the exceptions stated in Section 1.6 below.
- 1.4 **Management Committee Approval of Leases.** All leases, assignments of leases, and all renewals of such agreements shall be first submitted to the Wren Circle Management Committee who shall determine compliance with this Amendment.
- 1.5 **Notification of Management Committee.** Any Unit Owner desiring to lease his or her Unit or to have his or her Unit occupied by a non-Unit Owner shall notify the Board in writing of their intent to lease their Unit. No permission shall be granted to lease a Unit unless it falls within one of the exceptions set forth in Section 1.6 below.
- 1.6 **Restrictions Not Applicable.** The restrictions contained herein shall not apply:
  - (i) To a Unit Owner who is a member of the military and is temporarily deployed out of the State of Utah, and by reason of the temporary deployment is required to move from the Unit during the period of temporary military deployment. The Unit Owner who is temporarily deployed may lease their Unit during the period of temporary military deployment. However, if the Unit Owner moves from the Unit due to a permanent change of station (PCS) the rental restrictions shall continue to apply to that Unit and Unit Owner;
  - (ii) To a parent, grandparent, or child who is a Unit Owner and leases their Unit to a family member who is a parent, grandparent, child, grandchild, or sibling of the Owner;

- (iii) To a Unit Owner who moves at least 30 miles away from the Unit by reason of being relocated by the Unit Owner's employer, if relocation of the Owner is scheduled by the employer for a period of less than two years;
- (iv) To a Unit Owner who moves at least 30 miles away from their Unit due to temporary (less than three years) humanitarian, religious or charitable activity or service and leases their Unit with the intent to return to occupy the Unit when the humanitarian, religious or charitable service has concluded, or
- (v) To 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 the estate of the current Resident of the Unit or the parents, grandparent, child, grandchild, or sibling of the current Resident of the Unit.

1.7 **Grandfather Clause.** Those Units that are occupied by non-Unit-Owners at the time this Amendment is recorded at the Salt Lake County Recorder's Office may continue to be occupied by non-Unit-Owners until the Unit Owner transfers, sells or conveys the Unit or any interest in the Unit, occupies the Unit, or 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, transfers the Unit or occupies the Unit.

1.8 **Transfer of Unit.** For purposes of Section 1.7, a transfer occurs when one or more of the following occurs:

- (i) the conveyance, sale, or other transfer of a Unit by deed;
- (ii) the granting of a life estate in the Unit; or
- (iii) 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 share, stock, membership interests, or partnership interests in a 12- month period.

1.9 **Rental Unit Defined.** As used herein, "Rentals" or "Rental Unit" means a Unit owned by an Owner is occupied by one or more individuals while, at the same time, the Unit Owner does not occupy the Unit as the Owner's primary residence.

1.10 **Renting Defined.** As used herein, "Renting or "Leasing" (or a variation of these words) means a Unit that is owned by an Owner that is occupied by one or more non-owners while no Owner occupies the Unit as the Owner's primary residence. The payment of remuneration to an Owner by a non-Owner shall not be required to establish that the non-Owner is leasing a Unit. Failure of a non-Owner to pay remuneration of any kind to the Owner shall not be considered when determining if a Unit is a Rental Unit.

- 1.11 **Non-Owner Defined.** As used herein, “Non-Owner” means an individual or entity that is not an Owner.
- 1.12 **Occupied Defined.** As used herein, “Occupied” means to reside in the Unit for ten (10) or more days in any thirty (30) day period. A Unit is deemed to be occupied by a non-Owner if the Unit is occupied by someone other than the Unit Owner.
- 1.13 **Single Family Defined.** The term “Single Family” shall mean and refer to one of the following: (a) a single person, (b) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, and an additional person or persons as a caretaker or as domestic help, or (c) a group of not more than three unrelated persons who maintain a common household.
- 1.14 **No Leasing Individual Rooms.** When leasing is permitted herein, no daily or weekly rentals shall be permitted, nor may an Owner or tenant lease individual rooms to separate persons or lease less than the entire Unit.
- 1.15 **Violation.** Any Unit Owner who violates this Amendment shall be subject to a complaint for damages and/or an injunction and order seeking to terminate the lease in violation of this Amendment. If Wren Circle retains legal counsel to enforce this Amendment, with or without the filing of legal process, the violating Unit Owner shall be liable for all costs and expenses incurred by the Association, including but not limited to attorney fees and court costs incurred by the Management Committee in enforcing this Amendment.

## ARTICLE II PETS

- 2.1 **Two Pet Limit.** No more than two pets per unit may be allowed at Wren Circle. No pet shall be permitted at Wren Circle unless the Owner of the Unit in which the pet will be kept first signs a Pet Ownership Agreement, as described below.
- 2.2 **Pet Ownership Agreement.** Under no circumstances may a pet reside at Wren Circle or shall the Board approve any application to bring a dog, cat or other pet to Wren Circle unless the Owner of the Unit in which the pet will be kept agrees to abide by the provisions set forth in the Pet Ownership Agreement, a copy of which is attached as Exhibit “B”.
- 2.3 **Common Area.** Under no circumstances may a pet be present on the Common Areas unless the pet is on a leash or held by a person. Owners are required to cleanup after any pet that makes a mess on the Common Area or Limited Common Area. No leash shall be longer than 15 feet in length.

- 2.4 **Removal of Nuisance Pets.** The Board shall have authority to require the removal of any dog, cat or pet, if, at any time the resident possessing the animal fails to live up to the representations made in the Pet Ownership Agreement, if the animal causes or creates a nuisance or disturbance, or if the animal demonstrates any type of threatening or aggressive behavior toward humans or other animals.
- 2.5 **Pet Rules.** The Management Committee shall have authority to create rules regarding pets that are consistent with this Article II and to fine owners who violate the pet rules.

*[Signatures on Following Page]*

CERTIFICATION

It is hereby certified that this 2017 Amendment has been duly adopted by the affirmative vote of sixty-seven percent (67%) of the undivided ownership interest in the Wren Circle Condominiums Common Areas and Facilities.

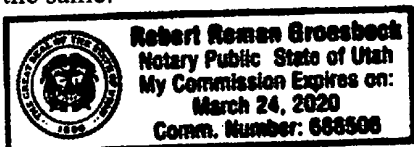
IN WITNESS WHEREOF, this 22<sup>nd</sup> day of February, 2017.

By: Candi Brim  
Its: \_\_\_\_\_

By: [Signature]  
Its: President 2/28/17

STATE OF UTAH )  
 ) :ss.  
COUNTY OF SALT LAKE )

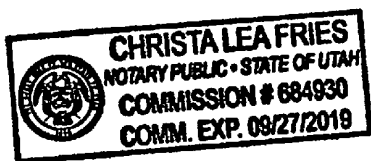
On this 22<sup>nd</sup> day of February, 2017, personally appeared before me Candi Brim, who, being by me duly sworn, did say that (s)he is the Secretary of Wren Circle Condominiums and that the within and foregoing instrument was signed in behalf of said Association and (s)he did duly acknowledged to me that (s)he executed the same.



[Signature]  
Notary Public

STATE OF UTAH )  
 ) :ss.  
COUNTY OF SALT LAKE )

On this 28<sup>th</sup> day of February, 2017, personally appeared before me Christa Norton, who, being by me duly sworn, did say that (s)he is the President of Wren Circle Condominiums and that the within and foregoing instrument was signed in behalf of said Association and (s)he did duly acknowledged to me that (s)he executed the same.



[Signature]  
Notary Public

## **EXHIBIT "A"**

### **Legal Description of Units**

UNIT 1, BLDG A, WREN CIRCLE CONDM 1/10 INT 5788-1814 5826-2809 6005-0524  
6352-2876 6546-2565. [22-10-228-002-0000]

UNIT 2, BLDG A, WREN CIRCLE CONDM 1/10 INT: 4811-0107 5645-0652 6425-2871  
7684-2154 8977-0750. [22-10-228-003-0000]

UNIT 3, BLDG B, WREN CIRCLE CONDM 1/10 INT 4801-0043 6300-2323 9017-0856.  
[22-10-228-004-0000]

UNIT 4, BLDG B, WREN CIRCLE CONDM 1/10 INT 4850-0263 6372-1958 6398-325  
7761-1926 7770-927 9167-3272 9661-1995 10212-7359. [22-10-228-005-0000]

UNIT 5, BLDG C, WREN CIRCLE CONDM 1/10 INT 4801-0049 5686-2506 5686-2507  
6031-1803 6033-0883 6133-0941 6744-2777 8463-4518 8790-2851 9492-5755 10210-4953.  
[22-10-228-006-0000]

UNIT 6, BLDG C, WREN CIRCLE CONDM 1/10% INT: 4976-0325. [22-10-228-007-0000]

UNIT 7, BLDG D, WREN CIRCLE CONDM 1/10 INT 5116-0514 5417-0923 6973-1167  
8654-0308 8941-2218 9290-4716 9369-5116. [22-10-228-008-0000]

UNIT 8, BLDG D, WREN CIRCLE CONDM 1/10 INT 4919-0406 5379-0218 5668-0974  
6634-2317 6634-2319 6876-0023 6993-2284 8844-3528. [22-10-228-009-0000]

UNIT 9, BLDG E, WREN CIRCLE CONDM. 4854-188, 5056-2 1/10 INT 5186-0867  
6350-2158,2160 7792-0774 8401-8675,8678 8501-1637. [22-10-227-002-0000]

UNIT 10, WREN CIRCLE CONDM 1/10% INT 4940-0281 5421-1625 6040-0031,0036  
6523-0319 8316-2429. [22-10-227-003-0000]

COMMON AREA MASTER CARD: BEG S 0-11'45" E 977.17 FT & S 89-48'15" W 1022.82  
FT FR NE COR SEC 10, T 2S, R 1E, S L M; S 77-28'45" W 7.37 FT; S 8-43'28" E 107.74 FT;  
S 10-12'23" E 73.51 FT; S 88-25'24" E 10.9 FT; S 12-43'38" E 145.19 FT; S. [22-10-228-001-  
0000]



**EXHIBIT “B”**

**PET OWNERSHIP AGREEMENT**

# WREN CIRCLE CONDOMINIUMS

## Pet Ownership Agreement

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

The above named owner or resident agrees to abide by the following provisions while maintaining a pet at Wren Circle:

1. The pet will not disturb the other residents at Wren Circle by creating an unacceptable level of noise or by creating any offensive odors.
2. The pet will not defecate on, do damage to, or in any way disturb the common areas at Wren Circle. Any owner who allows a pet to defecate on the common area who does not immediately clean up the mess made by the pet, shall pay damages to the Association of \$50 for each such incident.
3. The pet will remain inside the resident's unit at all times it is at Wren Circle unless it is on a leash and in the presence of the unit owner or agent of a unit owner.
4. The pet will never be allowed to freely roam in the common areas of Wren Circle.
5. The resident will provide a litter box for the pet inside the unit where the pet resides. The contents of a used litter box shall be placed in the garbage after first being placed in a tightly secured plastic bag.
6. Whenever the pet is on the common areas of Wren Circle, it shall be either carried by the resident or on a leash no longer than 15 feet long.
7. The resident understands that the Management Committee reserves the right to require removal of any pet if it receives complaints about the pet and the Management Committee determines, in its sole discretion, that the complaints are valid.
8. The resident agrees that it will pay liquidated damages of \$15.00 per day for each day the pet remains in a unit after its removal has been required by the Management Committee.

Signed by: \_\_\_\_\_  
Unit Owner/Resident

Description of Pet (type, size, color): \_\_\_\_\_

Approval by Management Committee: \_\_\_\_\_ Date: \_\_\_\_\_