

After recording mail to:

RICHARDS LAW, PC  
2040 Murray Holladay Rd, Suite 106  
Salt Lake City, UT 84117

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9/12/2017 11:42:00 AM \$31.00  
Book - 10597 Pg - 5248-5254  
ADAM GARDINER  
Recorder, Salt Lake County, UT  
RICHARDS LAW PC  
BY: eCASH, DEPUTY - EF 7 P.

**AMENDMENT TO THE  
CONDOMINIUM DECLARATION  
FOR  
CELESTA VU CONDOMINIUMS**

A. Certain real property in Salt Lake County, Utah, known as Celesta Vu Condominiums was subjected to certain covenants, conditions, and restrictions pursuant to a Condominium Declaration recorded on April 12, 1991, as Entry Number 5050726, in the Recorder's Office for Salt Lake County, Utah, and this Amendment shall be binding against all of the property described in the Declaration and any amendment, annexation or supplement thereto.

B. The Celesta Vu Condominiums (the "Association") deems restricting and regulating the manner of renting and the number of rentals within the community necessary and in the best interests of the owners.

C. This Amendment is intended to restrict the manner and the number of rentals in the community in order to better establish a residential community and help protect livability and the property values for all owners.

D. Pursuant to Article XXVII of the Declaration, the undersigned president and secretary hereby certifies that the vote of Owners of Units to which at least 66.66% of the undivided interest in the Common Areas and Facilities has been obtained and have approved this Amendment.

**NOW THEREFORE**, the Association hereby amends Article IX of the Declaration to add a new Section 6 with the following:

**6. Rentals.**

6.1. Rental Cap. It is hereby amended and agreed that no more than **three (3)** of the Residential Units in the Project, may be rented at any given time, except as provided (within this document).

(a)(1) Leasing and Renting of Dwelling Units. Consistent with the provisions of Article IX, Section 6.1 of the Declaration, the leasing and renting of Units by Owners shall be in accordance with the terms herein.

The terms "leasing," "lease," "renting," "rent," or "rental" used in reference to any Unit within the Association shall mean and refer to the granting of a right to use or occupy a Unit to any person or entity for a specific term or indefinite term (with rent stated on a periodic basis), in exchange for the payment of rent (money, property or other goods or services of value); but shall not mean nor include joint ownership of a Unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership.

A. The following Unit Owners and their respective Units, upon proof sufficient to the Management Committee, are exempt from the rental restrictions outlined herein below unless otherwise stated:

- (i) A Unit that is occupied by a Unit Owner as the Unit Owner's primary residence while concurrently being occupied by someone other than a Unit Owner;
- (ii) A Unit Owner in the military for the period of the Unit Owner's deployment;
- (iii) A Unit occupied by a Unit Owner's parent, child, or sibling;
- (iv) A Unit Owner whose employer has relocated the Unit Owner for no less than two (2) years; or,
- (v) 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:
  - (a) A current resident of the Unit; or,
  - (b) The parent, child, or sibling of the current resident of the Unit.

B. Subject to "Section A" above, all Owners and Units shall be bound by the following restrictions:

- (i) No Owner may lease or rent less than their entire Unit, unless and only as long as the Owner also resides in the Unit (that is, no individual rooms or partial Unit rentals are permitted unless the Unit Owner also resides in the Unit) and no Owner may lease or rent any Unit for a period of less than twelve (12) consecutive months.
- (ii) Unless exempt or pursuant to a qualifying "hardship" as stated below, no Unit may be rented or leased if the rental or lease results in more than seven (7) of the Units ("Rental-Lease Limit") being rented or leased.

C. Owners desiring to rent or lease their units shall submit a written application to the Management Committee (and/or its agent). Additionally, the Owner shall submit to the Management Committee within ten (10) days of occupancy by the tenants, the names of those occupying the Unit. The Management Committee shall monitor and make a determination of whether the rental or lease will exceed the Rental-Lease Limit.

The Management Committee shall:

- (i) Approve the application if it determines that the rental or lease will not exceed the Rental-Lease Limit; or
- (ii) Deny the application if it determines that the rental or lease of the Unit will exceed the Rental-Lease Limit.

D. Notwithstanding subsections C(i) and (ii) above, **to avoid undue hardships or practical difficulties**, the following situations are exempt from the rental restrictions contained herein:

(i) A unit owner whose absence is due to charitable service no longer than twenty-four (24) months, unless otherwise approved or extended by the Management Committee in writing; **or**

(ii) A unit owner who is having difficulty in selling their unit due to market conditions in the area or other similar circumstances not to exceed one hundred-twenty (120) days, unless otherwise approved or extended by the Management Committee in writing.

As stated above, the Management Committee may not approve an application to rent or lease less than the Owner's entire Unit (i.e., no individual room rentals as stated herein), unless and only as long as the Owner also resides in the Unit.

E. Applications from an Owner for permission to rent or lease shall be reviewed and approved or denied by the Management Committee as set forth in this subsection.

(i) The Management Committee shall review applications for permission to rent or lease in chronological order based upon the date of receipt of the application and application fee. Within ten (10) business days of receipt, the Management Committee shall approve or deny an application as provided herein and shall notify the Owner within fifteen (15) business days of receipt of the application if permission is not given and the reason for the denial.

(ii) If an Owner's application is denied, the applicant may be placed on a waiting list according to the date the application was received so that the Owner whose application was earliest received will have the first opportunity to rent or lease, subject to subsection D of this Section.

(iii) The Management Committee is authorized to adopt, by Management Committee rule, procedures and policies that govern the creation, organization and process to implement the above-mentioned waiting list. Said procedures may be modified from time-to-time by the Management Committee to fairly implement the waiting list program described herein.

F. An application form, the application approval process, a waiting list, and any other rules deemed necessary by the Management Committee to implement this section shall be established by rules or resolution adopted by the Management Committee consistent with this Declaration and to ensure the consistent administration and enforcement of the rental restrictions contained herein.

G. All Owners shall use and provide the Management Committee with a copy of either (1) the official Celesta Vu Condominiums Approved Residential Lease Agreement, which may exist from time to time ("Approved Lease Agreement"), or (2) any other lease form approved by the Management Committee, which shall be kept on file with the books and records of the Association so that the Association may determine the number of Units rented or leased. The Approved Lease Agreement, or its equivalent, shall be on a form prescribed by resolution of the

Management Committee.

H. If an Owner fails to submit the required application, fails to use and submit a copy of the Approved Lease Agreement and rents or leases any Unit, and/or rents or leases any Unit after the Management Committee has denied the Owner's application, the Management Committee may assess fines against the Owner or Tenant (as may be consistent with Utah law, Utah Code §57-8-8.1) and the Owner's Unit in an amount to be determined by the Management Committee pursuant to a schedule of fines adopted by resolution.

In addition, regardless of whether any fines have been imposed, the Management Committee may proceed with any other available legal remedies, including but not limited to an action to, terminate the rental or lease agreement and removal of any tenant or lessee.

I. The Association shall be entitled to recover from the offending Owner its costs and attorney's fees incurred for enforcement of this Article IX regardless of whether any lawsuit or other action is commenced. The Association may assess such costs and attorney's fees against the Owner and the Lot as an assessment pursuant to Article XXV of the Declaration.

J. Grandfathering Clause. All Owners of record prior to the recordation of this amendment may rent or lease their Unit, or continue to rent or lease their Unit, for as long as they own the Unit, until such time as title to the Unit changes, for whatever reason. At such time the "grandfathered status" is lost.

K. Rental and lease agreements shall comply with this subsection.

(i) The Owner shall provide the tenant or lessee with a copy of this Declaration, the Bylaws, including any relevant amendments to such documents, and all rules and regulations then in effect and shall take a receipt for delivery of the documents. In the event any such documents are amended, revised, changed, or supplemented by the Association, the Owner shall provide the tenant or lessee with a copy of the amendments, revisions, changes, or supplements within ten (10) calendar days of adoption by the Association, its Management Committee, or its membership.

(ii) Upon the commencement of the rental or lease period, the Owner shall provide the Association with a signed copy of the Approved Lease Agreement.

L. In addition to any other remedies available to the Association, the Management Committee may require the Owner to terminate a lease or rental agreement if the Management Committee determines that any lessee or tenant has violated any provision of this Declaration, the Articles of Incorporation, the Bylaws, or any amendments thereto, or the rules and regulations adopted thereto. If an Owner fails to correct any such violations related to their tenants, or fails to terminate the lease pursuant to the above, the Owner hereby grants the Management Committee standing to initiate eviction proceedings against their tenant and considers the Association a third-party beneficiary to its rental/lease agreement.

M. Additional Rules. The Management Committee is authorized to promulgate additional rules, procedures and requirements regarding rentals and the rental process as it deems

necessary from time to time to give effect to, or further clarify, this amendment.

(i) Fines, Sanctions and Attorney's Fees. The Management Committee shall have the power to enforce the Association's governing documents, including by obtaining injunctive relief from the courts, by issuing fines, by terminating any common service paid for as a common expense, and by utilizing any other remedy authorized by law or the governing documents in order to maintain and operate the project and to enforce these rental restrictions. The Association shall be entitled to its attorney's fees and costs in any action to enforce the terms of this Amendment or its rules.

(ii) Lease Payments by Tenant to Association. If an Owner who is renting his or her Unit fails to pay an assessment for more than sixty (60) days after the assessment is due, the Management Committee may demand that the tenant, and the tenant thereafter shall, pay to the Association all future lease payments due to the Owner, beginning with the next monthly other periodic payment, until the amount due to the Association is paid in accordance with the procedures established by law, and such amounts shall be the personal obligation and debt of the tenant to the Association, jointly and severally with the Owner.

(a)(2) Limitation of Unit Ownership.

In order to help assure that Units within Celesta Vu Condominiums qualify and are eligible for loans on the secondary and primary mortgage market, as also may be required by Fannie Mae, Freddie Mac and/or the Federal Housing Administration, which helps with the ability to purchase or securitize mortgages within Celesta Vu Condominiums, no single entity (the same individual, investor group, entity, partnership, or corporation) may own more than 10% of the total number of units within Celesta Vu Condominiums at any given time.

Should this provision be violated, the Association, through the Management Committee, shall be able to enforce this restriction to protect the interests of the Association and its members, with or without legal action as deemed necessary, and the offending purchaser/owner shall be responsible for all costs and attorney fees associated with said enforcement.

[END OF AMENDMENT]

IN WITNESS WHEREOF, THE CELESTA VU CONDOMINIUMS has executed this Amendment to the Declaration as of the 12 day of September, 2017, in accordance with Article XXVII of the Declaration.

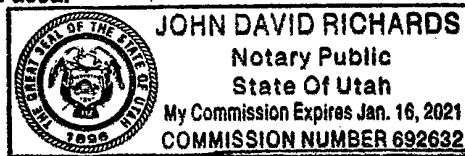
**CELESTA VU CONDOMINIUMS**

Sign: David Keyes  
Print: David Keyes  
Its: President

Sign: Kathryn A. Murray  
Print: Kathryn A. Murray  
Its: Secretary

STATE OF UTAH )  
COUNTY OF Salt Lake ) :ss

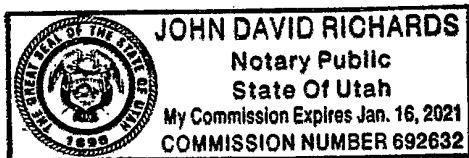
On the 12 day of September, 2017, personally appeared before me David Keyes, who being by me duly sworn did that say that they are the President of the Association and that said instrument was signed in behalf of said Association by authority of its Management Committee, and acknowledged said instrument to be their voluntary act and deed.



[Signature]  
Notary Public

STATE OF UTAH )  
COUNTY OF Salt Lake ) :ss

On the 12 day of September, 2017, personally appeared before me Kathryn Murray, who being by me duly sworn did that say that they are the Secretary of the Association and that said instrument was signed in behalf of said Association by authority of its Management Committee, and acknowledged said instrument to be their voluntary act and deed.



[Signature]  
Notary Public

**EXHIBIT A**

**Legal Description**

**All Units and Common Area (10 total), CELESTA VU CONDO, according to the official plat thereof recorded in the records of the Salt Lake County Recorder.**

**Parcel Numbers: 9313410010000 through 9313410100000**