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Book - 10803 Pg - 5890-5892
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH

DOUG PHILLIPS
7247 S 525 E #6
MIDVALE UT 84047
BY: NUP, DEPUTY - MTS P.

**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, CS, C6, D7, D8, E9, E10, F11, F12, 013, 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** of the Declaration by removing 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.

IN WITNESS WHEREOF, the Fort Union Cove Condominium Association executed this Amendment to the Declaration as of the **FORT UNION COVE CONDOMINIUM ASSOCIATION.**

A Utah nonprofit corporation

Sign: 

Print name: Brian Labrum

Title: Accounting

Subscribed and sworn to before me on 7th day of July, 2019, by Brian Labrum.

Acknowledgment

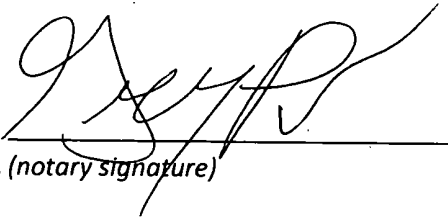
State of Utah)

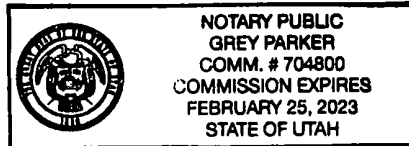
County of ⁵ Salt Lake)

On this 11 day of July, in the year 2019, before me, Grey Parker a notary
date month year notary public name

public, personally appeared Brian Labrum, proved on the basis of satisfactory
name of document signer
evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged
(he/she/they) executed the same.

Witness my hand and official seal.


(notary signature)



(seal)