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RASHELLE HOBBS
Recorder, Salt Lake County, UT
RICHARDS LAW PC
BY: eCASH, DEPUTY - EF 4 P.

After recording mail to:

RICHARDS LAW, PC
4141 S. Highland Drive, Ste. 225
Salt Lake City, UT 84124

AMENDMENT TO THE DECLARATION FOR BRICKYARD CONDOMINIUMS

A. Certain real property in Salt Lake County, State of Utah, known as the Brickyard Condominiums was subjected to certain covenants, conditions, and restrictions pursuant to a Final Declaration Brickyard Condominiums – Phases I & II recorded on November 14, 1978 as Entry Number 3197101, in the Recorder’s Office for Salt Lake County, State of Utah (“Declaration”), and this Amendment shall be binding against all of the property described in the Declaration and any amendment, annexation or supplement thereto.

B. This amendment shall be binding against the property described in the Declaration and further described herein as **Exhibit A**.

C. The Brickyard Home Owners Association (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.

D. 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.

E. Pursuant to Article III, Section 24 of the Declaration, the undersigned hereby certifies that the affirmative vote of at two-thirds (2/3) of the undivided ownership interests in the Common Areas and Facilities has been obtained and have approved this Amendment.

NOW THEREFORE, the Association hereby adds a new section under Article III, Section 21(h) of the Declaration as follows:

27. Use of Condominium

h) Rentals. The terms “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, 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.

i) Restrictions. All Owners and Units shall be subject to the following rental restrictions (subject to Section (ii) and (iii) below):

- (1) Rental Cap. No more than 20% of Units may be rented at any given time, except as provided within this document or as may be required by law.
 - (2) Minimum Rental Term. No Owner may rent any Unit for a period of less than one year (12 consecutive months).
 - (3) Short-Term Rentals. No short-term, daily, weekly or monthly rentals are permitted including, but not limited to, rentals through VRBO, Airbnb or similar arrangements.
 - (4) Subject to Governing Documents. All tenants of a rental unit are required to abide by the terms of the Association's Declaration, Bylaws and Rules then in effect ("Governing Documents") and non-owner occupants shall be jointly and severally liable with the Owner for violations of the Governing Documents, as well as fines and damages, and may be required to correct the same.
- ii) Exemptions. The following Unit Owners and their respective Units, upon proof sufficient to the Management Committee, are exempt from the Rental Cap limit outlined herein unless otherwise stated:
- (1) a Unit Owner in the military for the period of the Unit Owner's deployment;
 - (2) a Unit occupied by a Unit Owner's parent, child, or sibling;
 - (3) a Unit Owner whose employer has relocated the Unit Owner for two (2) years or less;
 - (4) a Unit owned by an entity that is occupied by an individual who:
 - (a) has voting rights under the entity's organizing documents; and
 - (b) has a 25% or greater share of ownership, control, and right to profits and losses of the entity; or
 - (5) 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.
- iii) Grandfathering Clause. Any Owner of record prior to the recordation of this amendment who is currently renting their Unit is allowed to continue renting until:

- (1) the Unit Owner, or an individual holding a position of ownership or control of an entity or trust which owns the Unit, occupies the Unit; or
 - (2) title to the Unit changes, for whatever reason.
- iv) Limitation of Unit Ownership. In order to help facilitate the purchase and mortgage securitization of Units within the Association, no single entity (the same individual, investor group, entity, partnership, or corporation) may own more than 10% of the total number of Units at any given time.
- v) Application and Administration. Owners desiring to rent their Units must submit a written application to the Management Committee (and/or its agent) and receive a written approval before renting. The Management Committee shall create, by rule or resolution, procedures to:
- (1) ensure consistent administration and enforcement of the Rental Restrictions; and
 - (2) determine and track the number of rentals and units in the Association subject to the provisions described in Subsections h) (ii) and (iii); and
 - (3) give effect to or further clarify this amendment as it deems necessary.

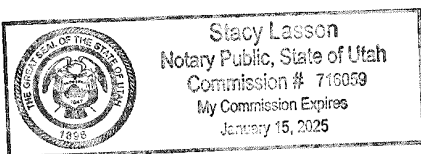
IN WITNESS WHEREOF, the Brickyard Home Owners Association, has executed this Amendment to the Declaration this 3 day of August, 2021.

BRICKYARD HOME OWNERS ASSOCIATION

Debbie Bayman
 By: Debbie Bayman
 Its: President

STATE OF UTAH)
) ss:
 County of Salt Lake)

The foregoing instrument was acknowledged before me on this 3 day of August, 2021 by Debbie Bayman, of the Brickyard Home Owners Association.



Stacy Lasson
 Notary Public

EXHIBIT A

Legal Description

All Units and Common Area (55 total), BRICKYARD PH 1 CONDO, according to the official plat thereof recorded in the records of the Salt Lake County Recorder.

Parcel Numbers: 16292580020000 through 16292580550000
16292550560000

All Units and Common Area (55 total), BRICKYARD PH 2 CONDO, according to the official plat thereof recorded in the records of the Salt Lake County Recorder.

Parcel Numbers: 16292550020000 through 16292550550000
16292550560000