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**SECOND AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM  
FOR  
THE WASHINGTON STREET CONDOMINIUMS**

**A UTAH CONDOMINIUM PROJECT**

(RENTAL RESTRICTIONS)

This SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR THE WASHINGTON STREET CONDOMINIUMS (“Second Amendment”) is effective when recorded with the Salt Lake County Recorder’s Office by The Washington Street Condominiums Owners Association, Inc., a Utah Non-Profit Corporation (the “Association”).

**RECITALS**

- A. The *Declaration of Condominiums for the Washington Street Condominiums* was recorded in the Salt Lake County Recorder’s Office on October 4, 2021 as Entry No. 13789480 (the “Declaration”).
- B. The *First Amendment to the Declaration of Condominiums for the Washington Street Condominiums* was recorded in the Salt Lake County Recorder’s Office on February 24, 2022 as Entry No. 13898000 (the “First Amendment”).
- C. This Second Amendment affects the real property situated in Salt Lake County, Utah, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated in this Second Amendment by reference (the “Project”), and shall be binding on all parties having or acquiring any right, title, or interest to the Project or any part thereof.
- D. Pursuant to Article IX, Section 9.12, the Association may, through an amendment to the Declaration, regulate and / or prohibit rentals within the Association.
- E. Pursuant to the amendment requirements contained in Article XV, Section 15.2 of the Declaration, the undersigned hereby certifies that this Second Amendment was approved by Owners holding at least sixty-seven (67%) of the total Allocated Interest.

- F. Unless specifically modified herein, all remaining provisions of the Declaration and First Amendment shall remain in full force and effect.
- G. In case of any conflict between the terms of this Second Amendment and the terms of the Declaration and First Amendment, the provisions of this Second Amendment shall control.
- H. Unless otherwise provided in this Second Amendment, capitalized terms used herein shall have the same meaning and effect as used in the Declaration.

## **SECOND AMENDMENT**

NOW, THEREFORE, two sections of the Declaration are amended as follows:

1. Article IX, Section 9.12 is **removed** and **replaced** in its entirety, as follows:

**9.12 Leasing and Non-Owner Occupancy.** *The leasing of Units is permitted subject to the requirements of this Section and elsewhere in this Declaration. The Association is authorized to enforce compliance with the Governing Documents against all Owners and Occupants, including tenants, and has all rights and remedies available under state or local law, in addition to its rights and remedies as a third party beneficiary under any lease agreement, to enforce such compliance. All lease agreements shall provide that the tenant is subject to and required to abide by the Governing Documents and shall prohibit the tenant from allowing or committing any nuisance, waste, or unlawful, or illegal act within the Project. All lease agreements shall be in writing. Prior to occupancy of a Unit by a tenant, a copy of the lease agreement shall be provided to the Association, along with the name, address, telephone number, and email address of each adult tenant. Owners and tenants hereby acknowledge that the Association: (i) is an intended third-party beneficiary of the lease agreement; (ii) has the right to enforce compliance with the Governing Documents; (iii) has the right to abate any nuisance, waste, unlawful, or illegal activity within the Project, and (iv) is entitled to exercise all of the Owner's rights and remedies under the lease agreement or the Governing Documents to do so, including without limitation, eviction authority. The Board is authorized to adopt further rules related to the leasing of Units which may include, without limitation: requiring a copy of each lease to be provided to the Board, reporting the name and contact information for each adult tenant, reporting vehicle information of the tenants, and other information deemed necessary by the Board. The Association may regulate, limit, or prohibit the leasing of Units; however, the prohibition of any rentals may only take place through an amendment of the Declaration as provided by the Act.*

2. Article IX, Section 9.27 is hereby **added** to the Declaration, as follows:

**9.27** Rentals. *Each Unit shall be occupied by at least one Owner of the Unit as his or her residence. Renting of Units is allowed as specifically provided in this Section 9.27, otherwise they are prohibited. Notwithstanding anything to the contrary in the Declaration or Bylaws, all renting and Non-Owner Occupancy of a Unit shall be governed by this Section 9.27 and any rules and procedures adopted as allowed in this Section.*

1) Definitions. *For the purpose of this Section 9.27:*

(a) *“Non-Owner Occupied” means:*

(i) *For a Unit owned in whole or in part by a natural individual or individuals, the Unit is occupied by someone, but no individual Owner occupies the Unit as the individual Owner’s residence;*

*or*

(ii) *For a Unit owned entirely by one or more entities or trusts, the Unit is occupied by anyone.*

(b) *“Short-Term” Rental means: a vacation rental, nightly, weekly, or monthly rental (or any portion thereof), or for a term less than one (1) year. .*

2) Exemptions. *The following Units may be Non-Owner Occupied:*

(a) *A Unit owned by a person in the military for the period of the Owner’s deployment.*

(b) *A Unit occupied by the Owner’s parent, child, or sibling.*

(c) *A Unit whose Owner is relocated by the Owner’s employer for a period of two (2) years or less.*

(d) *A Unit owned by an entity that is occupied by an individual who has voting rights in the entity and who has a thirty percent (30%) or greater share of ownership in the entity.*

- (e) *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: (1) the estate of a current occupant of the Unit; or (2) the parent, child, spouse, or sibling of the current occupant of the Unit.*
- (f) *Twenty-five percent (25%) of Units. Owners wishing to rent their Units under this Subsection (f) shall submit an application to the Board of Directors for approval. The Board shall review the applications in chronological order based on the date of receipt of the application. If the application is denied because approval would result in exceeding the twenty-five percent (25%) rental cap contained herein, the Owner shall be placed on a waiting list. Placement on the waiting list will be according to the date the application was received so that the Owner on the waiting list whose application was earliest received shall have first opportunity to rent his or her Unit when an opening becomes available. The Board of Directors may, upon a unanimous vote of the Board, increase the rental cap established herein up to, and no more than 50% of the Units, and all other provisions and requirements in this Section 9.27 shall apply.*
- (g) *Units being rented before the time this First Amendment is recorded with the Salt Lake County Recorder shall be grandfathered and allowed to continue renting until the earliest of the following occurs: (i) the Unit Owner (or an officer, director, trustee or beneficiary of the entity that owns the Unit) occupies the Unit; or (ii) the Unit is conveyed or transferred.*

*The Board may adopt additional procedures, as needed, necessary to implement consistent administration and enforcement of this Section 9.27.*

- 3) *Short-Term Rental. Short term rentals are permitted ONLY when the Unit is occupied by the Owner. Non-Owner occupied Units are prohibited from renting their Unit on a Short-Term Rental basis.*
- 4) *Joint and Several Liability of Owner and Non-Owner Occupants. The Owner of a Unit shall be responsible for the*

*Non-Owner Occupant's or any guest's compliance with the Declaration, Bylaws and Association rules and the Owner and Occupant shall be jointly and severally liable for any fines for violations thereof.*

- 5) *Remedies for Violation.* *If an Owner fails to comply with this Section 9.27 or rents a Unit in violation of this Section 9.27, the Board may:*
- (a) *Assess fines against the Owner and Owner's Unit pursuant to a schedule of fines adopted by the Board.*
  - (b) *Regardless of whether any fines have been imposed, proceed with any other available legal remedies, including, without limitation, injunctive action to require the Owner to terminate the rental agreement and remove the tenant, and cease renting his or her Unit in violation of this Section 9.27. For purpose of any such action, the offending Owner's violation of this Section 9.27 shall be deemed to cause irreparable harm to the Association.*
  - (c) *Pursuant to rules adopted under this Section, if the Board determines that a Non-Owner Occupant has violated a provision of the Declaration, the Bylaws, or rules and regulations, the Board may require an Owner to terminate a rental agreement with that Non-Owner Occupant.*
  - (d) *In addition to any other remedy for non-compliance, after reasonable notice, the Association shall have the right to initiate an action and obtain a forcible entry and unlawful detainer order from the court, or similar action, with the purpose of removing the offending Non-Owner Occupant. The Association, the Board, and the property manager, if any, shall not have any liability for any action taken pursuant to this subsection and the Owner shall indemnify and pay the defense costs of the Association, the Board, and the property manager arising from any claim related to any action taken in good faith by any of them pursuant to this subsection.*

- 6) *Costs and Attorney Fees. Fines, charges, and expenses incurred in enforcing the Declaration, the Bylaws, and rules and regulations with respect to a Non-Owner Occupant, and for any costs incurred by the Association in connection with any action under this Section 9.27, including reasonable attorney fees (regardless of whether any lawsuit or other action is commenced), are Individual Assessments against the Owner and Unit which may be collected and foreclosed on by the Association.*

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IN WITNESS WHEREOF, the Association has caused this Second Amendment to be executed by its President.

DATED as of the 10<sup>th</sup> day of April, 202<sup>3</sup>.

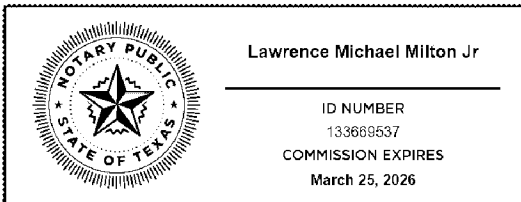
**The Washington Street  
Condominium Owners Association**  
a Utah Nonprofit Corporation

By: Joel Camacho

Its: President

~~AMM/JC~~ 04/10/2023  
State of ~~Utah~~ Texas )  
County of Harris ) ss.

On the 10<sup>th</sup> day of April, 202<sup>3</sup>, personally appeared before me Joel Camacho who by me being duly sworn, did sign on behalf of said corporation and did say that the foregoing instrument was executed with all necessary authority.



Notary Public Lawrence Michael Milton Jr

Notarized online using audio-video communication

**EXHIBIT A**  
**LEGAL DESCRIPTION AND PARCEL NUMBERS**

All of the **Washington Street Condominium Plat**, according to the official plat on file in the office of the Salt Lake County Recorder. Including Units 1 through 20, and Common Area (CA).

**More particularly described as:**

THE NORTH HALF OF LOT 13 AND ALL OF LOT 14 AND 15 AND THE SOUTH HALF OF LOT 16, IN BLOCK 1, HUNTER'S SUBDIVISION OF LOTS 9 AND 10, BLOCK 23, FIVE ACRE PLAT "A", BIG FIELD SURVEY, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN BOOK B OF PLATS AT PAGE 90, RECORDS OF SALT LAKE COUNTY, STATE OF UTAH, SAID PARCEL BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF LOT 16, BLOCK 1, HUNTERS SUBDIVISION, AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER IN BOOK B OF PLATS AT PAGE 90, SAID POINT BEING SOUTH 0°01'47" EAST ALONG SAID WEST LINE 12.50 FEET FROM THE NORTHWEST CORNER OF SAID LOT 16, AND RUNNING THENCE NORTH 89°59'55" EAST 12.50 FEET SOUTH OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 16 A DISTANCE OF 152.68 FEET TO THE EAST LINE OF SAID LOT 16; THENCE SOUTH 0°01'47" EAST ALONG THE EAST LINE OF SAID LOT 16 AND THE EAST LINE OF LOTS 13, 14 AND 15 OF SAID BLOCK 1 A DISTANCE OF 75.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 13, SAID POINT BEING NORTH 0°01'47" WEST ALONG SAID EAST 12.50 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 13; THENCE SOUTH 89°59'55" WEST 12.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 13 A DISTANCE OF 152.68 FEET TO A POINT ON THE WEST LINE OF SAID LOT 13; THENCE NORTH 0°01'47" WEST ALONG THE WEST LINE OF SAID LOT 13 AND THE WEST LINE OF SAID LOTS 14, 15 AND 16 A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 11,451 SQ. FT. OR 0.263 ACRES

**Parcel Numbers:**

15122610020000	15122610090000	15122610160000
15122610030000	15122610100000	15122610170000
15122610040000	15122610110000	15122610180000
15122610050000	15122610120000	15122610190000
15122610060000	15122610130000	15122610200000
15122610070000	15122610140000	15122610210000
15122610080000	15122610150000	15122610010000 (CA)