

**AMENDMENT TO THE
DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP
PURSUANT TO UTAH CODE ANNOTATED 57-8-1 ET SEQ (1953)
FOR
GRAYSTONE PINES CONDOMINIUM HOMEOWNERS ASSOCIATION**

This AMENDMENT TO THE DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP PURSUANT TO UTAH CODE ANNOTATED 57-8-1 ET SEQ (1953) FOR GRAYSTONE PINES CONDOMINIUM HOMEOWNERS ASSOCIATION ("2024 Amendment") is effective when recorded with the Salt Lake County Recorder's Office by the Graystone Pines Condominium Homeowners Association ("Association").

RECITALS

- A. The DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP PURSUANT TO UTAH CODE ANNOTATED 57-8-1 ET SEQ (1953) was recorded on December 18, 1975, as Entry No. 2770639 in the Office of the Salt Lake County Recorder ("Declaration").
- B. The Declaration was first amended on January 9, 1976 by Entry No. 2775962 recorded with the Salt Lake County Recorder.
- C. The Declaration was next amended on November 30, 2000 by Entry No. 7771290 recorded with the Salt Lake County Recorder.
- D. The Declaration was next amended on August 20, 2001 by Entry No. 7978982 recorded with the Salt Lake County Recorder.
- E. The Declaration was next amended on December 8, 2003 by Entry No. 891770 recorded with the Salt Lake County Recorder.
- F. The Declaration was next amended on April 15, 2009 by Entry No. 10675777 recorded with the Salt Lake County Recorder.
- G. The Declaration was next amended on January 3, 2013 by Entry No. 11549377 recorded with the Salt Lake County Recorder.
- H. The Association desires to amend the Declaration, as outlined in this 2024 Amendment, to permit each unit to have one resident under the age of fifty-five (55), provided that the primary resident remains fifty-five (55) or older. Additionally, this Amendment will impose a prohibition on smoking throughout the Association.
- I. Pursuant to Section 13 of the Declaration, the undersigned hereby certifies that this 2024 Amendment was approved by at least $66\frac{2}{3}\%$ in number and in common interest of all unit owners.
- J. This 2024 Amendment affects the real property situated in Salt Lake County, Utah, described with particularity on Exhibit A, which exhibit is attached hereto and shall be

binding on all parties having or acquiring any right, title, or interest to the Association or any part thereof.

- K. Unless specifically modified herein, all remaining provisions of the Declaration shall remain in full force and effect.
- L. In case of any conflict between the terms of this 2024 Amendment and the terms of the Declaration or any prior amendment, the provisions of this 2024 Amendment shall control.
- M. Unless otherwise provided in this 2024 Amendment, capitalized terms used herein shall have the same meaning and effect as used in the Declaration.

2024 AMENDMENT

NOW, THEREFORE, the Declaration is amended as follows:

1. Covenants, Conditions & Restrictions, Section 6 (Use of Units) is hereby amended and restated to state:

6. Use Restrictions.

(A) Age Restrictions – Housing for Older Persons. The Association is an age restricted community as allowed by HOPA. The Association shall be managed and operated in compliance with this Section, HOPA, and the Fair Housing Act.

1) Approved Occupancy. All units within the Association shall be occupied by at least one person fifty-five (55) years of age or older ("Qualified Resident"). Each unit is permitted one (1) resident under fifty-five (55) years of age, but no younger than eighteen (18) ("Approved Occupant"), provided there is also at least one Qualified Resident living in the unit.

2) Verification Procedures. To ensure that the Association meets the age requirements for Occupants set forth by HOPA, the Board of Managers shall create policies and procedures to verify the ages of occupants. Such verification procedures and supporting documents must be of the type that may be admissible in administrative and judicial proceedings for the purposes of such verification, such as a driver's license, birth certificate, passport, immigration card or military identification.

3) Advertising and Marketing. All advertising and marketing materials or displays of any kind shall reflect that the Association is intended for housing for older persons. All print ads shall substantially contain the following language: "Graystone Pines Condominiums are intended and operated for residents 55 years of age or older as defined in the Housing for Older Persons Act ("HOPA")."

4) Sales and Rental Agreements. Any sale and/or rental agreement shall be in writing and shall (1) provide that occupancy of each unit shall be subject to the provisions of the Declaration, and other governing documents, and (2) state the following: "Graystone Pines Condominiums are intended and operated for residents 55 years of age or older as defined in the Housing for Older Persons Act ("HOPA")." In addition, rental agreements shall provide that failure by the lessee to comply with the terms of the governing documents shall be in default under the agreement. Sale and rental agreements shall be approved by the Board of Managers as to

form and content prior to occupancy of the unit. The Board of Managers may adopt additional sale or rental agreement requirements as rules and regulations.

5) Purchasers. Prior to purchasing or leasing a unit, prospective purchasers and occupants must provide to the Association proof of age verification, in such form as required by the Board of Managers, attesting to the individual's qualifications to reside in a unit pursuant to the provisions of this section.

6) Sellers. Prior to selling or renting a unit, prospective sellers must notify prospective purchasers and occupants of their duty to provide to the Association proof of age verification, in such form as required by the Board of Managers, attesting to the individual's qualifications to reside in a unit pursuant to the provisions of the governing documents.

7) Survey Forms. Upon request of the Board of Managers, each occupant or prospective occupant of a unit shall promptly complete a survey form with age verification, in such form as required by the Board of Managers, attesting to the individual's qualifications to reside in a unit pursuant to the provisions of this Section. Furthermore, upon request, each occupant shall produce reliable documentation (which may include a birth certificate, passport, immigration card, and/or other reliable governmental issued identification containing a birth date) required by the Board of Managers to establish that the Association qualifies as housing for older persons under federal and state laws. A new survey shall be completed at least every two (2) years.

8) Additional Restrictions.

(a) Minors. Individuals eighteen (18) years or younger may not stay in units as full-time occupants. An individual eighteen (18) years or younger may stay as a guest of a Qualified Resident, but such occupancy shall not exceed thirty (30) days in any year. The Board of Managers may establish additional restrictions or requirements for minors in the rules and regulations.

(b) Disabled Person. An individual with a disability under state or federal law who is eighteen (18) years or younger and who is a child or grandchild of a Qualified Resident and who needs to live with the Qualified Resident because of the disability may reside in a unit as a full-time occupant. This Disabled Person does not count toward the one (1) Approved Occupant permitted under Section 6(A)(1).

(c) Health Care Resident. An individual hired to provide live-in, long-term, or terminal health care to a Qualified or Approved Occupant may

reside in the unit as a full-time occupant. This Health Care Resident does not count toward the one (1) Approved Occupant permitted under Section 6(A)(1).

(c) Guests. In addition to the Approved Occupant, individuals greater than eighteen (18) years, but less than fifty-five (55) years of age may visit and stay in the unit of a Qualified Resident for no more than thirty (30) days in any calendar year. Individuals who reside in the Association full time must comply with age verification requirements and register with the Association. Guests have the obligation to abide by the governing documents but do not have any rights that arise from the governing documents. The Board of Managers may establish additional restrictions or requirements for guests in the rules and regulations. This provision does not alter the age-restricted nature of the Association, and all requirements regarding Qualified Residents and Approved Occupants remain in force.

(d) Exception for Surviving Spouse. So long as the Association is secure, in the Board of Managers' discretion, that over eighty percent (80%) of the units have a Qualified Resident, Section 6(A)(1) shall not be applicable in the case of the death of the Qualified Resident whose surviving spouse is under 55 years of age, provided that the surviving spouse resided with the Qualified Resident at the time of the Qualified Resident's death. Under such circumstances, the surviving spouse shall be allowed to continue to occupy the unit irrespective of age so as to prevent disruption of the lives of surviving spouses. In addition, an Approved Occupant who is not a spouse may request approval from the Board of Managers to remain in the unit following the death of the Qualified Resident, subject to the Board of Managers discretion. Notwithstanding however, no persons under the age of eighteen (18) years shall be permitted to permanently reside in the Association.

9) Compliance with Laws. The provisions of this section are intended to comply with the requirements of the Federal Fair Housing Act, HOPA, and the Utah Fair Housing Act (collectively, "the Housing Acts"), as amended. To the extent that any provision herein is inconsistent with the provisions of the Housing Acts, the provisions of the Housing Acts shall supersede these provisions as necessary to comply with such Housing Acts and maintain the Association as restricted age housing.

10) Amendments to Comply with Law. Notwithstanding any other provision of this Declaration, the Board of Managers, upon unanimous consent, shall have the authority to amend this Section and such other provisions of the governing documents as may be necessary to comply with and conform to such provisions of Federal and State laws as will permit the

Association to retain its status as Housing for Older Persons, without the approval of the members.

- (B) Use of Common Areas. The common areas shall be used only in a manner consistent with their community nature and applicable Association use restrictions. Owners may not place any item in the common area without the authorization of the Board of Managers. Damage to common area by an owner, occupant, guest or invitee shall be the responsibility of the owner and the cost of repair or replacement shall be charged to the owner as an individual assessment.
- (C) Use of Lots and Residences. Each unit shall be used only as a single-family dwelling. They shall also be used in such manner as to not interfere with the use of adjoining units by the owners thereof. No gainful occupation, business, trade, or other nonresidential use shall be conducted in any unit except with the prior written consent of the Board of Managers and applicable governmental entities. Notwithstanding the foregoing, activities otherwise prohibited by this section are permitted without Board of Managers approval if only normal residential activities would be observable outside of the unit; the business activity does not involve persons coming on to the project who do not reside in the Association; the business activity does not involve the solicitation of occupants or owners; the business will not result in the increase of the cost of the Association's insurance; and that the activities would not be in violation of applicable local ordinances.
- (D) No Smoking. Smoking is strictly prohibited within the Association. This prohibition applies to the interior of all units, general and limited common areas of the Association, whether indoors or outdoors, including, without limitation, walkways, parking garages, and landscaped areas. The Board of Managers may but is not required to designate certain areas within the Association as smoking areas.
- 1) Definition. Smoking is defined to include carrying, burning or otherwise handling or controlling any lighted or smoldering product containing tobacco, marijuana, or other like substance, including, but not limited to, cigarettes, e-cigarettes, cigars, hookah, or pipes. Each owner is responsible for the compliance with this restriction by the owner and all residents within the owner's unit, and for all guests and invitees of such owner. Violations of this restriction may result in a fine pursuant to the Association's fine schedule as adopted and amended from time to time by the Board of Managers.
- 2) Violation. Violation of this section by an owner or any guest, resident, tenant, or occupant of a unit shall subject the owner of such unit to a fine or injunctive relief (or both), which may be imposed at the discretion of the Board of Managers according to any existing schedule of fines, or in an

amount commensurate to the violation or pursuant to any other legal remedies available under the law.

3) Lease Agreements.

(a) Any owner who rents or leases his or her unit shall prohibit smoking in their rental or lease agreements and shall inform their tenants of the Association's no smoking policy. Any unit owner who is currently renting or leasing their unit shall incorporate a no smoking provision into its lease or rental agreement at the expiration of the current term of the existing agreement.

(b) If, as of the date of this amendment, no agreement exists, the tenants are on a month-to-month tenancy, or the tenants are hold-over tenants, the owner shall enter into an agreement with his or her tenants prohibiting smoking in the unit effective immediately. Any owner who rents or leases his or her unit shall be responsible to pay any and all fines levied against his or her unit for violations of this section by the renters or tenants in the unit and shall be responsible for immediate abatement of any such nuisance(s).

3) Enforcement. Violations of the provisions in this section may be held responsible for any cost or fees of action taken to compel compliance, including, but not limited to attorney fees, should they be incurred.

4) Preservation of Rights. This Section does not abrogate or otherwise alter an owner or occupant's rights under Utah Code Ann. 78B-6-1011, including the right, if any, to bring a private civil action for nuisance against another owner or occupant.

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CERTIFICATION

IN WITNESS WHEREOF, this 2024 AMENDMENT TO THE DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP PURSUANT TO UTAH CODE ANNOTATED 57-8-1 ET SEQ (1953) FOR GRAYSTONE PINES CONDOMINIUM HOMEOWNERS ASSOCIATION was approved by at least $66\frac{2}{3}\%$ in number and in common interest of all unit owners.

DATED as of the 23 day of October, 2024.

Graystone Pines Condominium Homeowners Association

A Utah Nonprofit Corporation

Linda K Brewer

By: Linda K Brewer

Its: President

State of Utah)
) ss.
County of Salt Lake)

On the 23 day of October, 2024, personally appeared before me Linda Brewer who by me being duly sworn, did say that she/he is the President of Graystone Pines Condominium Homeowners Association and that the foregoing instrument is signed on behalf of said corporation and executed with all necessary authority.

Notary Public Kaitlyn Miller



EXHIBIT A

Legal Description

All Lots and Common Areas of Graystone Pines Condominium Homeowners Association according to the plat on file with the Salt Lake County Recorder.

Parcel Numbers:

16-20-481-001 through 16-20-481-037

37 Total Parcels