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E# 2712841 PG 1 OF 6
ERNEST D. ROWLEY, WEBER COUNTY RECORDER
03-Dec-14 11:35 AM FEE \$49.00 DEP SC
REC FOR: HELGESEN HOUTZ & JONES
ELECTRONICALLY RECORDED

AMENDMENT
TO THE
DECLARATION
FOR
MOUNTAIN MEADOWS
MULTIPLE UNIT CONDOMINIUM

November 2014

**AMENDMENT
TO THE
DECLARATION
FOR
MOUNTAIN MEADOWS
MULTIPLE UNIT CONDOMINIUM**

This Amendment to Declaration for Mountain Meadows Multiple Unit Condominium ("2014 Amendment") is made and executed on the date shown below by the Board of Directors of Mountain Meadows Multiple Unit Condominium, Phases One, Phase Two, and Phase Three after having been voted upon and approved by the unit owners of units within the first three phases of Mountain Meadows Multiple Unit Condominium ("Mountain Meadows").

RECITALS

WHEREAS, Mountain Meadows was created by a "Declaration of Condominium of Mountain Meadows Multiple Unit Condominium" ("Enabling Declaration") recorded in the records of Weber County, Utah, on September 9, 1980, in book 1365, beginning on page 1277, as entry #819246, which Enabling Declaration has been amended from time to time; and

WHEREAS, the Enabling Declaration and all amendments thereto were amended and restated upon the recording of the Amended and Restated Declaration and Bylaws of Mountain Meadows Multiple Unit Condominium ("Restated Declaration") in the Weber County Records Office on May 9, 2006, as entry number 2178655; and

WHEREAS, the Restated Declaration was amended by the Amendment to Declaration for Mountain Meadows Multiple Unit Condominium, recorded in the Weber County Records Office on December 15, 2011, as entry number 2554391; and

WHEREAS, the property that is the subject of this 2014 Amendment is situated in and upon that certain real property located in Weber County, State of Utah, as specifically described in Exhibit "A", attached hereto and incorporated herein by this reference, and including the common area that is appurtenant to each unit as shown on the plat maps for Mountain Meadows, as recorded in the office of the County Recorder for Weber County, State of Utah. There are 30 units within the first three phases of Mountain Meadows Multiple Unit Condominium; and

WHEREAS, the Unit Owners at Mountain Meadows desire to qualify for and obtain FHA financing and thereby find it needful to amend provisions in the Restated Declaration that deal with leasing restrictions.

NOW THEREFORE, the Owners of the Units at Mountain Meadows do hereby adopt this 2014 Amendment as a restrictive covenant against Mountain Meadows located in Weber County,

Utah, which real property is more fully described on Exhibit "A" attached hereto.

This 2014 Amendment shall become effective upon recording and shall be controlling in the event of a conflict between this 2014 Amendment and any provision Restated Declaration or any amendment thereto. The capitalized terms used herein shall have the same meaning as defined in the Restated Declaration.

AMENDMENT

ARTICLE I RENTAL RESTRICTIONS

- 1.1 Not more than ten percent (10%) of the Units within Mountain Meadows may be leased at the same time. All leasing must be consistent with the provisions of this 2014 Amendment.
- 1.2 Not more than ten percent (10%) of the Units at Mountain Meadows may be Occupied by Non Unit Owners at any one time. If less than ten percent (10%) of the Units at Mountain Meadows are Occupied by Non Unit Owners, an Owner may Lease his or her Unit as set forth below.
- 1.3 All leases, subleases, assignments of leases, and all renewals of such agreements shall be first submitted to the Mountain Meadows Board who shall determine if less than ten percent (10%) of the units are currently being rented and to verify compliance with the leasing restrictions of this 2014 Amendment.
- 1.4 Any Unit Owner desiring to Lease his or her Unit or to have his or her Unit Occupied by a Non Unit Owner shall notify the Board in writing of their intent to Lease their Unit. The Board shall maintain a list of those Unit Owners who have notified the Board of an intent to Lease their Unit and shall grant permission to Unit Owners to Lease their Unit, which permission shall be granted in the same order the Board receives the written notice of intent to Lease a Unit from Unit Owners. Permission shall be granted to Lease a Unit only when less than ten percent (10%) of the Units at Mountain Meadows are Occupied by a Non Unit Owner.
- 1.5 The restrictions herein shall not apply: (a) if a Unit Owner is a member of the military and is required to move from the Unit during a period of military deployment and desires to Lease the Unit during the period of deployment; (b) if a parent, grandparent or child leases their Unit to a family member who is a parent, grandparent, child, grandchild, or sibling of the Owner; (c) if a Unit Owner moves from a Unit due to temporary (less than three years) humanitarian, religious or charitable activity or service and leases the Unit with the intent to return to occupy the Unit when the humanitarian, religious or charitable service has concluded, or (d) to 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 the current resident of the Unit or the parent, grandparent, child, grandchild, or sibling of the current resident of the Unit.

- 1.6 Unit Owners may not Rent or Lease their Unit for a period of less than 180 days or allow weekly or overnight rentals. When a Unit qualifies to be Rented, the maximum rental period in the Lease shall be one year, however, the Lease may be renewed at the end of one year. All Leases must be only to a Single Family. Renting or Leasing less than 100% of the Unit is prohibited.
- 1.7 As used herein, "Rent" (or any variation of the word) or "Lease" (or any variation of the word) means a Unit that is owned by an Owner that is Occupied by one or more Non Owners while no Owner occupies the Unit as the Owner's primary residence. The payment of remuneration to an Owner by a Non Owner shall not be required to establish that the Non Owner is Leasing a Unit. Failure of a Non Owner to pay remuneration of any kind to the Owner shall not be considered when determining if a Unit is a Rental Unit.
- 1.8 As used herein, "Non Owner" or "Non Unit Owner" means an individual or entity that does not hold any interest in the title to the Unit as shown on the records of the Weber County Recorder.
- 1.9 As used herein, "Occupied" means to reside in the Unit for ten (10) or more days in any thirty (30) day period. A Unit is deemed to be Occupied by a Non Owner if the Unit is Occupied by an individual(s) other than the Unit Owner and the Owner is not occupying the Unit as the Owner's primary residence.
- 1.10 "Single Family" means any number of individuals, related by blood, marriage, or adoption, and domestic servants for such family, or a group of not more than three persons who are not so related, living together as a single nonprofit housekeeping Unit.
- 1.11 Any Unit Owner who violates this 2014 Amendment shall be subject to a complaint for damages and/or an injunction and order seeking to terminate the Lease in violation of this 2014 Amendment. If Mountain Meadows is required to retain legal counsel to enforce this 2014 Amendment, with or without the filing of legal process, the violating Unit Owner shall be liable for all costs and expenses incurred by the Association, including but not limited to attorney fees and court costs incurred by the Board in enforcing this 2014 Amendment. The Association may collect the attorney fees and costs it incurs by any lawful means, including through the use of a special assessment levied against the owner of the unit or through a lien.
- 1.12 The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.
- 1.13 Nothing herein shall prohibit an Owner from permitting a guest or visitor from residing in his or her Unit, while the Owner is present.
- 1.14 Article XI of the Restated Declaration is hereby deleted and shall no longer be binding upon the Owners. Instead, the language found in this Article shall be the controlling language regarding rental restrictions.

CERTIFICATION

It is hereby certified that condominium Unit Owners holding more than 75% of the undivided Ownership interest in the Common Areas and facilities have voted to approve this 2014 Amendment.

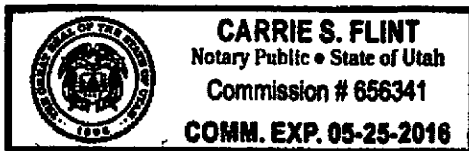
IN WITNESS WHEREOF this 02 day of ^{December}~~November~~, 2014.

Mountain Meadows Multiple Unit Condominium, Phases One, Phase Two, and Phase Three

By 
President

STATE OF UTAH)
 :SS
COUNTY OF WEBER)

On this 2 day of ^{December}~~October~~, 2014, personally appeared before me Ray Gorman, who, being by me duly sworn, did say that he is President of the Mountain Meadows Multiple Unit Condominium, Phase One, Phase Two, and Phase Three Board of Directors and that the within and foregoing instrument was signed in behalf of said Association and he duly acknowledged to me he executed the same.





Notary Public

EXHIBIT "A"

**Legal Description
for
Mountain Meadows Multiple Unit Condominium**

The following units located at Mountain Meadows, Weber County, Utah:

UNITS 1 through 12, Mountain Meadows Multiple Unit Condominium, Phase One, Ogden City, Weber County, Utah. (Tax J.D. ##: 06-182-0001 through 06-182-0012)

UNITS 13 through 24, Mountain Meadows Multiple Unit Condominium, Phase Two, Ogden City, Weber County, Utah. (Tax J.D. ##: 06-190-0001 through 06-190-0012)

UNITS 25 through 30, Mountain Meadows Multiple Unit Condominium, Phase Three, Ogden City, Weber County, Utah. (Tax J.D. ##: 06-196-0001 through 06-196-0006)

SPB