

6699441  
07/28/97 09:24 AM 77.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
JAMES R. BLAKESLEY  
2102 E 3300 S  
SLC, UT 84109  
REC BY: R ZITO DEPUTY - WI

WHEN RECORDED RETURN TO:  
James R. Blakesley  
Attorney at Law  
2102 East 3300 South  
Salt Lake City, Utah 84109

AMENDMENT TO DECLARATION  
OF  
COVENTRY MANOR CONDOMINIUMS

This AMENDMENT to the COVENTRY MANOR DECLARATION OF CONDOMINIUM is made and executed this 14th day of May, 1997 by the COVENTRY MANOR HOMEOWNERS ASSOCIATION of 1345 East 3900 South, Suite 102, Salt Lake City, Utah 84124 (hereinafter referred to as the "Association").

RECITALS

A. The Declaration of Condominium for Coventry Manor was recorded in the office of the County Recorder of Salt Lake County, State of Utah on or about the 13th day of December, 1979 as Entry No. 3377254, in Book 5005, at Page 655 of the official records (the "Declaration").

B. Management and control of the Coventry Manor Condominium Project has since been transferred by the original Declarant to the Association.

C. All of the voting requirements set forth in Section 26 of the Declaration have been satisfied, to wit: The following amendments have been approved by at least two-thirds of the percentage of undivided ownership interest in the Common Areas and Facilities.

D. This affects that certain real property described with particularity on Exhibit "A" attached hereto and incorporated herein by this reference.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Unit Owners thereof, the Association hereby executes this AMENDMENT to the COVENTRY MANOR DECLARATION OF CONDOMINIUM.

1. The following subsection is added to Section 21 of the Declaration:

(j) Individual Assessments. Individual Assessments may be levied by the Management Committee against a Unit and its Owner to reimburse the Association for:

1) administrative costs and expenses incurred by the Committee in enforcing the Declaration and Bylaws;

6699441

BK 7719PG0640

2) costs associated with the maintenance, repair or replacement of Common Area for which the Unit Owner is responsible;

3) any other charge, fee, due, expense, or cost designated as an Individual Assessment in the Declaration or Bylaws or by the Management Committee; and

4) attorneys' fees, interest, and other charges relating thereto as provided in this Declaration.

2. Section 22(b) of the Declaration is deleted in its entirety and the following language is substituted in lieu thereof:

(b) Leasing. No Unit Owner may rent his Unit for hotel or transient purposes. No Unit Owner may lease less than the entire Unit. All leases shall be in writing and shall provide (or shall be deemed hereby to provide) that the terms of the lease shall be subject in all respects to the provisions of the Declaration and Bylaws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. Weekly or daily rentals are prohibited. The initial lease term shall be at least one (1) year. Notwithstanding anything to the contrary, no more than twenty-three percent (23%) of the Units in the Project, excluding hardship leases, may be rented or leased at any one time in order for the Association to:

1. Protect the equity of the individual property owners at the Coventry Manor Condominium Project (the "Project");

2. Carry out the purpose for which the Project was formed by preserving the character of the Project as a homogeneous residential community of predominantly owner-occupied Units and by preventing the Project from assuming the character of an apartment like and renter-occupied complex; and

3. Comply with the eligibility requirements for financing in the secondary mortgage market insofar as such criteria provide that the Project be substantially owner-occupied, except in the case of undue hardship as provided below.

The Management Committee shall be empowered to allow up to ten percent (10%) of additional leasing of Units upon written application to avoid undue hardship on an Owner. By way of illustration and not by limitation, examples of circumstances which would constitute undue

BK 7719PG0641

hardship are those in which: a) an Owner must relocate his residence and cannot, within ninety (90) days from the date the Unit was placed on the market, sell the Unit while offering it for sale at a reasonable price not greater than its current appraised market value; b) the Owner dies and the Unit is being administered by his estate; c) the Owner takes a leave of absence from his work or school, or temporarily relocates and intends to return to reside in the Unit; d) the Unit is to be leased to a member of the Owner's immediate family, which shall be deemed to encompass children, grandchildren, grandparents, brothers, sisters, parents, and spouses. Those Owners who have demonstrated that the inability to lease their Unit would result in undue hardship and have obtained the requisite approval of the Management Committee may lease their Units for such duration as the Management Committee reasonably determines is necessary to prevent undue hardship.

Any Unit Owner who intends to lease or rent his Unit shall submit a written application to the Management Committee requesting permission to do so, which consent shall not be withheld so long as at least seventy-seven percent (77%) of the Units in the Project are owner-occupied. The application shall state whether the leasing is necessary to avoid an undue hardship and, if so, the reasons for the hardship exemption. No Unit may be leased or rented without the prior written consent of the Management Committee.

The Management Committee shall have the power to make and enforce reasonable rules and regulations, and to levy individual assessments, in accordance with the Declaration and ByLaws, in order to enforce the provisions of this subparagraph. Any transaction which does not comply with this Section shall be voidable at the option of the Management Committee.

Anything to the contrary notwithstanding, those Unit Owners currently renting or leasing their Units and who notify the Management Committee in writing within thirty (30) days after the date this Amendment is recorded in the Office of the Salt Lake County Recorder shall be exempt from the twenty-three percent (23%) leasing restriction until such time as they sell or permanently occupy their Unit.

3. Section 31 of the Declaration is deleted in its entirety and the following language is substituted in lieu thereof:

31. **Enforcement.** Each Unit Owner shall comply strictly with the provisions of this Declaration and

BK 7719PG0642

with the administrative rules and regulations drafted pursuant thereto as the same may be lawfully amended from time to time and with the decisions adopted pursuant to this Declaration and the administrative rules and regulations, and failure to comply shall be grounds for an action to recover sums due for damages, including attorney's fees and court costs; regardless of whether a lawsuit is filed, and injunctive relief or both, maintainable by the Management Committee or manager on behalf of the Unit Owners, or in a proper case, by an aggrieved Unit Owner.

4. Effective Date. The effective date of this Amendment shall be the date on which it is recorded in the Office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first above written.

COVENTRY MANOR HOMEOWNERS ASSOCIATION

By: Kathleen Merritt  
Title: KATHLEEN MERRITT, President

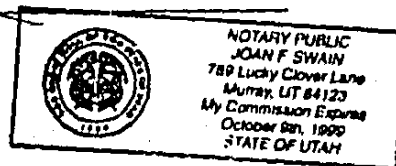
By: Mike Mitchell  
Title: MIKE MITCHELL, Secretary

STATE OF UTAH

COUNTY OF SALT LAKE

On the 12<sup>th</sup> day of June, 1997, personally appeared before me KATHLEEN MERRITT and MIKE MITCHELL, who by me being duly sworn, did say that they are the President and Secretary of the COVENTRY MANOR HOMEOWNERS ASSOCIATION, and that the within and foregoing instrument was signed in behalf of said Association by authority of a resolution of its Board of Directors, and said KATHLEEN MERRITT and MIKE MITCHELL duly acknowledged to me that said Association executed the same.

Joan F Swain  
NOTARY PUBLIC  
Residing At:  
Commission Expires:



BK 7719PG0643

**EXHIBIT "A"**

**The LAND referred to in the preceding document is located in SALT LAKE COUNTY, UTAH and is described more particularly as follows:**

Beginning at a point that is South  $0^{\circ}00'20''$  West 500.00 feet from the Northwest corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North  $89^{\circ}53'20''$  East 181.50 feet; thence North  $0^{\circ}00'20''$  East 236.00 feet; thence North  $89^{\circ}53'20''$  East 412.50 feet; thence South  $0^{\circ}00'20''$  West 396.00 feet to the North boundary of Lehman Subdivision, a recorded Subdivision in Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence South  $89^{\circ}53'20''$  West 394.00 feet; thence North  $0^{\circ}00'20''$  East 160.00 feet to the point of beginning. Contains 4.417 acres.

BK7719PG0644