

WHEN RECORDED RETURN TO:
Total Property Management
2330 N. University Parkway #7A
Provo, UT 84604

**FIRST AMENDMENT TO THE DECLARATION FOR OAKCREST A
CONDOMINIUM PROJECT**

This First Amendment to the Declaration for Oakcrest A Condominium Project (hereinafter the "Declaration") is made and executed by the Management Committee of the Association with the necessary approval of the members of Garden Park Homeowners Association, Inc., a Utah Nonprofit Corporation (hereinafter the "Association"). The contents of this First Amendment to the Declaration for Oakcrest A Condominium Project shall take effect upon recording in the office of the County Recorder of Utah County, Utah.

RECITALS

WHEREAS, the Declaration for Oakcrest A Condominium Project, recorded on March 26, 1974 as Entry No.1974-4858, in the offices of the Utah County Recorder.

WHEREAS, Section 13 of the Declaration provides that unit owners representing not less than seventy-five percent (75%) of the total number of units shall have the right to amend the Declaration.

WHEREAS, Article VIII of the Bylaws provides that the Bylaws may be amended by the affirmative vote of three-fourths of the unit owners at any regular meeting of such unit owners.

WHEREAS, Utah Code Annotated 57-8-39(1)(a)(i)(A) provides that to amend the governing documents, the governing documents may not require after the period of administrative control the vote or approval of unit owners with more than 67% of the voting interests.

WHEREAS, the Association desires to have FHA approval to more easily transact sales of Units by Owners within the Association.

WHEREAS, in order for the Association to obtain FHA approval no more than fifty percent (50%) of the Units may be used as rental property.

NOW THEREFORE, the Association is making the following additions and amendments, which have been approved by the members of the Association as required by Section 13 of the Declaration, Article VIII of the Bylaws, and Utah Code Annotated 57-8-39(1)(a)(i)(A) to comply with applicable law and to assist in the Association gaining FHA certification.

AMENDMENT ONE

Section IX of the Association's Governing Bylaws is deleted in its entirety and replaced by the following:

Section 1. Owner Occupancy Requirement and Rental and Lease Limitation

(a) Except as provided in Section 2 of this Article, a Unit must be occupied by an owner or the immediate family member of the owner. "Immediate family member" means an owner's spouse, child, sibling, in-law, parent, grandparent, or grandchild.

(b) Except as provided in Section 2 of this Article, only 40% of all Condominium Units (57 Units) may be rented or leased at any given time.

Section 2. Rental and Leasing of Lots.

Subject to Section 2(b) below, in addition to other restrictions in the Declaration, Owners and Units are subject to the following restrictions:

(a) A Unit may not be rented or leased without the approval of the Management Committee.

(b) *Grandfather Rule Exceptions* – (referring to Owners who are currently renting or leasing their Unit).

Section 2(a) does not apply to an Owner who, as of the date of the recording of this amendment, is renting or leasing a Unit in compliance with all Association rules. The Owner may continue to rent or lease the Unit to the existing tenant or subsequent tenants. The right of an Owner to rent or lease a Unit under this section terminates when the Owner no longer has an interest in the Unit, or when the Owner occupies the Unit. The successor in interest to the Unit has no rights under this section and is subject to the restrictions of Section 2(a) above.

(c) *Military Deployment, Immediate Family, Employment Relocation, and Trustee Ownership Exceptions.*

Section 2 (a) does not apply to:

- (i) A unit owner in the military for the period of the unit owner's deployment;
- (ii) A unit occupied by a unit owner's parent, child, or sibling;

- (iii) A unit owner whose employer has relocated the unit owner for no less than two years; or
- (iv) 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 current resident of the dwelling or the parent, child, or sibling of the current resident of the dwelling.

Section 3. Application and Approval to Rent or Lease Unit.

(a) ***Application and Approval.*** Before renting or leasing a Unit, an Owner shall submit an application to the Management Committee and receive approval to rent or lease the Unit.

(b) ***Management Committee Action.*** The Management Committee shall review the application to rent or lease a Unit in accordance with the Review Procedure and, subject to the limitation imposed in this Section, shall:

- (i) Approve the application unless the rental or lease would result in more than 40% of the Units within the development (the "Rental-Lease Limit") being rented or leased.
- (ii) Deny the application if approval of the application would result in the number of Units being rented or leased exceeding the Rental-Lease Limit.

This Review Procedure is not intended to grant authority or discretion to the board in selecting, approving, or rejecting a potential tenant.

(c) ***Review Procedure.***

- (i) The Management Committee or its delegates shall review applications for approval to rent or lease a Unit in chronological order based on the date of receipt of the application. Within five (5) business days of receipt, the Management Committee or its delegates shall approve or deny an application as provided in this section and shall notify the Owner within five (5) business days of receipt of the application of the Management Committee's decision.
- (ii) If approval is not given, the notification must state the reason for the denial. Failure of the Management Committee to respond within the time period specified in this subsection does not constitute approval by the Management Committee.
- (iii) If an Owner's application is denied, the applicant (including applicants who receive approval of a hardship application) shall be placed on a waiting list according to the date the application was received so that the Owner whose application was earliest received shall have first opportunity to rent or lease the Unit, subject to the limitation imposed under the Hardship Exception.
- (iv) The Management Committee or its delegates may grant a management agent or other person the authority to review and, except for hardship applications, to approve or deny applications under this section.

(d) **Hardship Exception.** If an application is denied under Section 3 above, the Management Committee has discretion to approve a hardship application of an Owner or authorized representative to temporarily rent or lease the Owner's Unit to avoid undue hardships or practical difficulties such as the Owner's death, job relocation, disability, or difficulty in selling the Unit due to market conditions in the area or other similar circumstances. At the end of 60 days, if the unit has not been rented, the owner's unit will go to the end of the rental waiting list.

(e) **Limitations.** Except for Grandfather Exceptions as provided above, an Owner is not eligible to rent more than one Unit until the pending applications of:

- (i) All Owners who are not currently renting or leasing a Unit are approved; and
- (ii) All Owners who are currently renting or leasing fewer Units than the applicant are approved. Each owned unit, available for rental, will have its own priority (not combined by owner) on the available waiting list.

(f) **Rental and Lease Agreement; Copies of Documents.** Rental and lease agreements shall comply with this section. A rental or lease agreement must be in writing and provide:

- (i) The agreement and tenants are subject in all respects to the provisions of the Declaration, these Bylaws and any amendments thereto, and all rules and regulations adopted at any time by the Association.
- (ii) Failure by a tenant to comply with the terms of the documents specified in this subsection constitutes a default under the rental or lease agreement and that the Association has the remedies specified below, including, without limitation, the right of the Association to require the Owner to terminate the rental or lease agreement, to terminate the tenancy, and to evict the tenant.
- (iii) The Owner shall provide the tenant with a copy of all rules and regulations of the Association then in effect. If any document is amended, revised, changed, or supplemented by the Association, the Owner shall provide the tenant with a copy of the amendment, revision, change or supplement within ten (10) calendar days of adoption by the Association or Management Committee.

(g) **Remedies.** If an Owner fails to submit the required application and receive approval as described above and rents or leases a Unit, or rents or leases a Unit in violation of this Section 3, or after the Management Committee has denied the Owner's application, the Management Committee may:

- (i) Assess fines against the Owner and Owner's Unit;
- (ii) Regardless of whether any fines have been imposed, proceed with any other available legal remedies, including, without limitation, an action to

require the owner to terminate the rental or lease agreement and remove the tenant.

(h) **Costs and Attorney Fees.**

(i) Fines, charges, and expenses incurred in enforcing the Declaration, these Bylaws and rules and regulations with respect to the tenant, and for any costs incurred by the Association in connection with any action involving this Section 3, including reasonable attorney fees, are assessments against the Owner and Unit which may be collected by the Association as provided in the Declaration and pursuant to Utah Code.

(ii) The Association is entitled to recover from an Owner determined in violation of this article its costs and attorney fees incurred for enforcement of this article, regardless of whether any lawsuit or other action is commenced. The Association may assess the costs and attorney fees against the Owner and the Unit as an assessment as provided in the Declaration and pursuant to Utah Code.

(i) **Rules.** The Management Committee may adopt by resolution rules that establish the application and approval process, a waiting list and any other rules deemed necessary by the Management Committee to implement this article.

(j) **Utah Landlord-Tenant Code Not Applicable.** Nothing in this Article may be construed to impose on the Association the duties, responsibilities, or liabilities of a landlord under Utah Code.

EXECUTED by the Association on the 27 day of January, 2016.

GARDEN PARK HOMEOWNERS ASSOCIATION, INC.

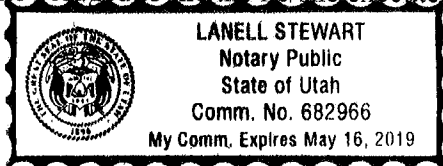
By: Rich R Wells

Name: Rich Wells

Title: Managing Agent - Garden Park

STATE OF UTAH)
) :ss
COUNTY OF UTAH)

On the 27 day of January 2016 personally appeared before me Rich R Wells, who being duly sworn did say that he is the signer of the within and foregoing instrument duly acknowledged to me the he/she executed the same.



[Signature]
NOTARY PUBLIC, Residing at:

My Commission Expires: 5/16/2019

EXHIBIT A

(Legal Description and Serial Numbers)

Abbreviated Legal Description: Lots 1-144 – Oak Crest Condo, also known as, and incorporated as Garden Park Homeowners Association

Serial Numbers:

<u>48:004:0001</u>	<u>48:004:0039</u>	<u>48:004:0077</u>	<u>48:004:0115</u>
<u>48:004:0002</u>	<u>48:004:0040</u>	<u>48:004:0078</u>	<u>48:004:0116</u>
<u>48:004:0003</u>	<u>48:004:0041</u>	<u>48:004:0079</u>	<u>48:004:0117</u>
<u>48:004:0004</u>	<u>48:004:0042</u>	<u>48:004:0080</u>	<u>48:004:0118</u>
<u>48:004:0005</u>	<u>48:004:0043</u>	<u>48:004:0081</u>	<u>48:004:0119</u>
<u>48:004:0006</u>	<u>48:004:0044</u>	<u>48:004:0082</u>	<u>48:004:0120</u>
<u>48:004:0007</u>	<u>48:004:0045</u>	<u>48:004:0083</u>	<u>48:004:0121</u>
<u>48:004:0008</u>	<u>48:004:0046</u>	<u>48:004:0084</u>	<u>48:004:0122</u>
<u>48:004:0009</u>	<u>48:004:0047</u>	<u>48:004:0085</u>	<u>48:004:0123</u>
<u>48:004:0010</u>	<u>48:004:0048</u>	<u>48:004:0086</u>	<u>48:004:0124</u>
<u>48:004:0011</u>	<u>48:004:0049</u>	<u>48:004:0087</u>	<u>48:004:0125</u>
<u>48:004:0012</u>	<u>48:004:0050</u>	<u>48:004:0088</u>	<u>48:004:0126</u>
<u>48:004:0013</u>	<u>48:004:0051</u>	<u>48:004:0089</u>	<u>48:004:0127</u>
<u>48:004:0014</u>	<u>48:004:0052</u>	<u>48:004:0090</u>	<u>48:004:0128</u>
<u>48:004:0015</u>	<u>48:004:0053</u>	<u>48:004:0091</u>	<u>48:004:0129</u>
<u>48:004:0016</u>	<u>48:004:0054</u>	<u>48:004:0092</u>	<u>48:004:0130</u>
<u>48:004:0017</u>	<u>48:004:0055</u>	<u>48:004:0093</u>	<u>48:004:0131</u>
<u>48:004:0018</u>	<u>48:004:0056</u>	<u>48:004:0094</u>	<u>48:004:0132</u>
<u>48:004:0019</u>	<u>48:004:0057</u>	<u>48:004:0095</u>	<u>48:004:0133</u>
<u>48:004:0020</u>	<u>48:004:0058</u>	<u>48:004:0096</u>	<u>48:004:0134</u>
<u>48:004:0021</u>	<u>48:004:0059</u>	<u>48:004:0097</u>	<u>48:004:0135</u>
<u>48:004:0022</u>	<u>48:004:0060</u>	<u>48:004:0098</u>	<u>48:004:0136</u>
<u>48:004:0023</u>	<u>48:004:0061</u>	<u>48:004:0099</u>	<u>48:004:0137</u>
<u>48:004:0024</u>	<u>48:004:0062</u>	<u>48:004:0100</u>	<u>48:004:0138</u>
<u>48:004:0025</u>	<u>48:004:0063</u>	<u>48:004:0101</u>	<u>48:004:0139</u>
<u>48:004:0026</u>	<u>48:004:0064</u>	<u>48:004:0102</u>	<u>48:004:0140</u>
<u>48:004:0027</u>	<u>48:004:0065</u>	<u>48:004:0103</u>	<u>48:004:0141</u>
<u>48:004:0028</u>	<u>48:004:0066</u>	<u>48:004:0104</u>	<u>48:004:0142</u>
<u>48:004:0029</u>	<u>48:004:0067</u>	<u>48:004:0105</u>	<u>48:004:0143</u>
<u>48:004:0030</u>	<u>48:004:0068</u>	<u>48:004:0106</u>	<u>48:004:0144</u>
<u>48:004:0031</u>	<u>48:004:0069</u>	<u>48:004:0107</u>	<u>48:004:0145</u>
<u>48:004:0032</u>	<u>48:004:0070</u>	<u>48:004:0108</u>	
<u>48:004:0033</u>	<u>48:004:0071</u>	<u>48:004:0109</u>	
<u>48:004:0034</u>	<u>48:004:0072</u>	<u>48:004:0110</u>	
<u>48:004:0035</u>	<u>48:004:0073</u>	<u>48:004:0111</u>	
<u>48:004:0036</u>	<u>48:004:0074</u>	<u>48:004:0112</u>	
<u>48:004:0037</u>	<u>48:004:0075</u>	<u>48:004:0113</u>	
<u>48:004:0038</u>	<u>48:004:0076</u>	<u>48:004:0114</u>	