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WHEN RECORDED RETURN TO:

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04/21/99 09:12 AM 140.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
JAMES R. BLAKESLEY  
2595 E 3300 S 3RD FLOOR  
SLC, UT 84109  
REC BY:Z JOHANSON ,DEPUTY - WI

AMENDMENT TO  
DECLARATION OF COVENANT, CONDITIONS AND RESTRICTIONS  
OF  
CAPRI PARK HOMES

This AMENDMENT to the CAPRI PARK HOMES DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS is made and executed this 8th day of April, 1999, by the CAPRI PARK HOMES OWNERS ASSOCIATION of 3584 South 860 East, #88, Salt Lake City, Utah 84106 (hereinafter referred to as the "Association").

RECITALS

A. The Declaration of Covenant, Conditions and Restrictions for CAPRI PARK HOMES was recorded in the office of the County Recorder of Salt Lake County, State of Utah on or about July 29, 1974, as Entry No. 2639289, in Book 3641, at Page 381, of the official records (the "Declaration").

B. Management and control of the Project has since been transferred by the original declarant or its successors in interest to the Association.

C. This document affects the real property located in Salt Lake County, Utah, described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference.

D. All of the voting requirements of Section 24 of the Declaration have been satisfied.

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 CAPRI PARK HOMES DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for and on behalf of all of the Unit Owners.

1. Section 25 of the Declaration is amended to read as follows:

25. Sale or Lease:

A unit owner intending to make a bona fide sale or lease of a unit or any interest therein shall give to the management committee notice of such intention together with the name and address of the intended purchaser or lessee and such other information concerning the

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intended purchase or lease as the management committee may reasonably require. Provided, however:

(a) All Units in the Project must be owner-occupied and the leasing of Units is prohibited in order for the Association to: (1) Protect the equity of the individual property owners at the Capri Park Homes 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, 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, leasing of a Unit or Units shall be prohibited, except in the case of undue hardship as provided below.

The term "owner-occupied" means occupied by the vested owner of record or his spouse, son, daughter, mother or father.

(b) Hardship Exception. The Management Committee, in its sole discretion, shall be empowered to allow reasonable leasing of Units upon written application to avoid undue hardship on an Owner. By way of illustration and not by limitations, examples of circumstances which would constitute undue hardship are those in which: (1) 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 no greater than its current appraised market value; (2) the Owner dies and the Unit is being administered by his estate; (3) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit; (4) 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.

(c) Application for Hardship Exception. Any Owner who believes that he must lease his Unit to avoid undue hardship shall submit a written application to the Management Committee setting forth the circumstances necessitating the leasing, a copy of the proposed lease, and such other information as the Management Committee may reasonably require. Leasing in the case of undue hardship shall be permitted only upon the Board's written approval of the Owner's application. When a lease is

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approved, a copy of the lease, signed by the lessee and lessor, shall be submitted to the Management Committee within ten (10) days after it has been signed by both parties.

(d) General Leasing Restrictions, Rules and Regulations. The Management Committee shall have the power to make and enforce reasonable rules and regulations (and to levy fines for violations), in accordance with the Declaration and By-Laws, in order to enforce the provisions of this Section. Any transaction which does not comply with this Section shall be voidable at the option of the Management Committee. Any agreement for the leasing, renting, or occupying of a Unit (the "lease") shall be in writing and a copy thereof shall be delivered to the Management Committee upon request. By virtue of taking possession of a Unit, each resident agrees to be subject to and abide by these restrictive covenants, further agrees that any covenant violation shall be deemed to constitute a default under the lease. No Owner shall be permitted to lease his Unit for short term, transient, hotel, seasonal, vacation or corporate use purposes, which shall be deemed to be any rental with an initial term of less than one (1) year. Daily or weekly rentals are prohibited. No Owner may lease individual rooms to separate persons or less than his entire Unit. Within ten (10) days after delivery of written notice of the creation of a nuisance or material violation of these restrictive covenants by the occupants of his Unit, the Owner shall proceed promptly to take measures to abate the nuisance, cure the default or evict the occupants, and notify the Management Committee in writing of his intentions. Other than as stated in this Section, there is no restriction on the right of any Owner to lease or otherwise grant occupancy rights to a Unit.

(e) Grandfather Clause. Anything to the contrary notwithstanding, the foregoing restrictions shall not apply to the Units (the "Grandfathered Units") noted below. The Grandfathered Units may continue to be leased without restriction for so long as record title to said Units remains vested in the name of the respective Owner(s) thereof (the "Grandfathered Owner(s)"). The term "Grandfathered Owner" shall include a succeeding "Trust" or other legal "Person" (the "Qualified Successor Owner(s)") in which the Grandfathered Owner or such Owner's spouse, son, daughter, father or mother holds a beneficial interest in such Qualified Successor Owner of at least fifty percent (50%). Upon the conveyance of the Grandfathered Unit by the Grandfathered Owner or Qualified Successor Owner, the said Unit shall immediately become subject to the restrictions set forth above.

<u>Unit No.</u>	<u>Owner(s)</u>
29	Howard Sorenson Family

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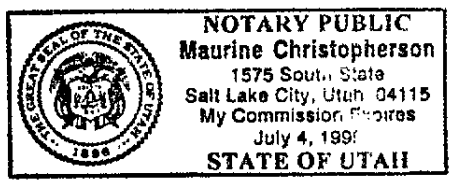
in behalf of said Association by authority of a resolution of its Board of Directors, and said MARK B. GRAY and PATRICIA AULT duly acknowledged to me that said Association executed the same.

*Maurine Christopherson*

NOTARY PUBLIC

Residing At: *Salt Lake County, state of Utah*

Commission Expires: *July 4, 1999*



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Exhibit "A"  
LEGAL DESCRIPTION

The land described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

Beginning at the Northeast Corner of Lot 14, Block 20, Ten Acre, Plat A, Big Field Survey and running thence S 0° 11' 03" W 57.57 feet; thence S 89° 58' 47" W 300.00 feet; thence S 0° 11' 03" W 805.86 feet; thence N 89° 59' 45" W 464.90 feet; thence N 0° 11' 21" E 575.48 feet; thence S 89° 59' 13" W 305.94 feet; thence N 0° 11' 29" E 287.69 feet; thence N 89° 58' 42" E 305.93 feet; thence N 0° 11' 21" E 282.75 feet; thence N 89° 58' 10" E 562.92 feet; thence S 0° 11' 12" W 167.79 feet; thence N 89° 58' 30" E 19.52 feet; thence S 0° 11' 07" 47.11 feet; thence N 89° 58' 36" E 5.31 feet; thence S 0° 11' 12" W 65.53 feet; thence N 89° 58' 50" E 177.00 feet; thence S 0° 11' 03" W 2.43 feet to the point of beginning.

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