

10976912  
6/24/2010 12:25:00 PM \$93.00  
Book - 9835 Pg - 3324-3330  
Gary W. Ott  
Recorder, Salt Lake County, UT  
KIRK A CULLIMORE PC  
BY: eCASH, DEPUTY - EF 7 P.

After Recording Return To:  
The Law Offices of Kirk A. Cullimore  
644 East Union Square  
Sandy, UT 84070

**AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM**

**This Amendment to the Declaration of Condominium ("Declaration") that established a condominium community known as Draper Landing is executed on the date set forth below by Draper Landing Homeowners Association ("Association") having received the necessary approvals of the homeowners.**

RECITALS

A. Certain real property in Salt Lake County, Utah, known as Draper Landing was subjected to certain covenants, conditions, and restrictions pursuant to a Declaration recorded December 1, 2000, as Entry No. 7772387, records of Salt Lake County, Utah;

B. This amendment shall be binding against the property described in EXHIBIT A and the Declaration and any annexation or supplement thereto;

C. This amendment is intended to prevent higher insurance rates, higher mortgage rates or the inability to obtain a mortgage, lower property values, higher crime, and a higher rate of rules and covenants violations, which are associated with communities with a high level of investor owned Units;

D. The Association deems a rental restriction in the best interests of the owners, their health, safety and welfare and also deems a rental restriction necessary to preserve the pool of prospective buyers by ensuring the qualification of the project for financing, preserving the aesthetic appeal of the community, and ensuring competitive appreciation of the Units.

E. There are no Eligible Mortgagees;

F. Pursuant to Article III, Section 30, owners representing more than sixty-seven percent (67%) of the Owners have approved this Amendment;

**NOW, THEREFORE**, the Association, by and through its Management Committee, hereby amends the Declaration as follows:

**Article III Section 7 of the Declaration is hereby amended in its entirety to read:**

(7) Leases. Notwithstanding anything to the contrary contained in the Declaration, the leasing of any Unit within the Project shall be governed by this Section. "Lease" or "rent" shall mean allowing another the right to occupy the Unit in exchange for something of value.

a) Occupancy Requirement. Owners and Units shall be subject to the following restrictions:

(1) Prior to renting or leasing any Unit, an Owner shall occupy their Unit for at least twelve (12) consecutive months before it can qualify as a permissible rental Unit. For purposes of this section 7(a)(1) only, "occupy" shall mean that a Unit shall be owned by the same Owner(s) for a period of at least twelve (12) consecutive months, whether physically occupied by said Owner(s) or not, prior to being made available for rental or lease. The Occupancy Requirement shall not apply to:

- (i) Immediate family;
- (ii) Grandfathered Owners; and
- (iii) Owners given permission through the Hardship Exemption.

(2) No owner may lease or rent any Unit for a period of less than six (6) consecutive months. Dormitory or hostel type rentals are prohibited.

(3) No Unit may be rented or leased if the rental or lease results in more than twenty-five percent (25%) of the Units ("Rental-Lease Limit") being rented or leased at the same time.

b) Application and Approval. Prior to renting or leasing any Unit, an owner shall apply to the Management Committee for approval. The Management Committee shall review the application and make a determination of whether the rental or lease will exceed the Rental-Lease Limit or violates the Occupancy Requirement. The Management Committee shall:

(1) Approve the application if it determines that the rental or lease will not exceed the Rental-Lease Limit and Occupancy Requirement; or

(2) Deny the application if it determines that the rental or lease of the Unit will exceed the Rental-Lease Limit or that the Owner has not complied with the Occupancy Requirement.

c) Hardship Exemption. In an effort to avoid undue hardships or practical difficulties such as the owner's job relocation, extended vacation, disability, military service, charitable service, estate sales and disputes or other similar circumstances, the Management Committee shall have sole discretion to approve an owner's application to temporarily rent or lease the owner's Unit.

d) Multiple Unit Ownership. An owner is not eligible to rent more than one Unit until the pending applications of:

(1) All owners who are not currently renting or leasing a Unit have been approved; and

(2) All owners who are currently renting or leasing fewer Units than the applicant have been approved.

e) Review of Rental Applications. Applications from an owner for permission to rent or lease shall be reviewed and approved or denied by the Management Committee pursuant to the following:

(1) The Management Committee shall review applications for permission to rent or lease in chronological order based upon the date of receipt of the application. Within ten (10) business days of receipt, the Management Committee shall approve or deny an application and shall notify the owner within fifteen (15) business days of receipt of the application if permission is not given and the reason for the denial. If the Management Committee fails to notify the Owner within fifteen (15) days of receipt of the application, the application shall be deemed to be denied.

(2) If an owner's application is denied, the applicant may be placed on a waiting list according to the date the application was received so that the owner whose application was earliest received will have the first opportunity to rent or lease.

f) Application Form; Approval Process; Waiting List. An application form, the application and approval process, a waiting list, and any other rules deemed necessary by the Management Committee to implement a rental restriction shall be established by rules adopted by resolution of the Management Committee consistent with any adopted rental restriction amendments, if any.

g) Receipt For A Copy of Rules and Regulations. Owners must provide tenants with a copy of the Rules and Regulations. Within five (5) days of occupancy of a Tenant, the Owner shall submit to the Board of Directors a receipt for a copy of the Rules and Regulations, on a form approved by the Board of Directors, signed by all adult tenants/occupants. Such form shall include all contact information for tenants/occupants.

h) Violations of Rental Restrictions. If an owner fails to submit the required application, fails to use and submit a copy of the receipt for a copy of the Rules and Regulations and rents or leases any Unit, and/or rents or leases any Unit after the Management Committee has denied the owner's application or without proper Committee approval, the Management Committee may assess fines against the owner and the owner's Unit in an amount to be

determined by the Management Committee pursuant to a schedule of fines adopted in accordance with Utah law. In addition, regardless of whether any fines have been imposed, the Management Committee may proceed with any other available legal remedies, including but not limited to, an action to terminate the rental or lease agreement and removal of any tenant or lessee.


i) Recovery of Costs and Attorney Fees. The Association shall be entitled to recover from the offending owner its costs and attorney's fees incurred for enforcement of any rental restriction amendments that are adopted by the Members of the Association, regardless of whether any lawsuit or other action is commenced.

j) Grandfather Clause. As of the date of recording of this amendment, any owner that is currently renting or leasing a Unit ("Grandfathered Owner") may continue to rent or lease their Unit until such time as the Unit is sold or title is otherwise transferred to a new owner of record. Title shall have transferred if more than 75% membership interest in a limited liability company or 75% of the shares in a corporation has been sold within a consecutive twelve (12) month period.

k) Termination of Lease or Rental Agreement for Violations. In addition to any other remedies available to the Association, the Management Committee may require the owner to terminate a lease or rental agreement if the Management Committee determines that any lessee or tenant has violated any provision of this Declaration, the Articles of Incorporation, the Bylaws, or any amendments thereto, or the Rules and Regulations adopted thereto.

IN WITNESS WHEREOF, DRAPER LANDING HOMEOWNERS ASSOCIATION, by and through its Management Committee, has executed this Amendment to the Declaration as of the \_\_\_\_ day of \_\_\_\_\_, 2010, in accordance with the Declaration.

**DRAPER LANDING HOMEOWNERS ASSOCIATION**



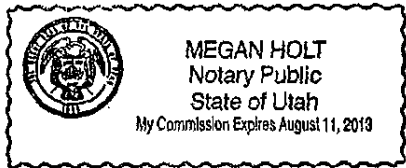
President



Secretary

STATE OF UTAH            )  
  :SS  
County of Salt Lake        )

On the 24<sup>th</sup> day of May, 2010, personally appeared Kenneth Brauman  
and Adri Rex who, being first duly sworn, did that say that they are  
the President and Secretary of the Association and each of them acknowledged said instrument to be  
their voluntary act and deed.



*Megan Holt*  
\_\_\_\_\_  
Notary Public for Utah

**EXHIBIT A**  
**Legal Description**

28301770170000 UNIT 1, BLDG A, DRAPER LANDING PHASE 1 CONDOMINIUM.  
28301770180000 UNIT 2, BLDG A, DRAPER LANDING PHASE 1 CONDOMINIUM.  
28301770190000 UNIT 3, BLDG A, DRAPER LANDING PHASE 1 CONDOMINIUM.  
28301770200000 UNIT 4, BLDG A, DRAPER LANDING PHASE 1 CONDOMINIUM.  
28301770210000 UNIT 1, BLDG N, DRAPER LANDING PHASE 3 CONDOMINIUM.  
28301770220000 UNIT 2, BLDG N, DRAPER LANDING PHASE 3 CONDOMINIUM.  
28301770230000 UNIT 3, BLDG N, DRAPER LANDING PHASE 3 CONDOMINIUM.  
28301770240000 UNIT 4, BLDG N, DRAPER LANDING PHASE 3 CONDOMINIUM.  
28301770250000 UNIT 5, BLDG N, DRAPER LANDING PHASE 3 CONDOMINIUM.  
28301770260000 UNIT 6, BLDG N, DRAPER LANDING PHASE 3 CONDOMINIUM.  
28301770270000 UNIT 1, BLDG M, DRAPER LANDING PHASE 4 CONDOMINIUM.  
28301770280000 UNIT 2, BLDG M, DRAPER LANDING PHASE 4 CONDOMINIUM.  
28301770290000 UNIT 3, BLDG M, DRAPER LANDING PHASE 4 CONDOMINIUM.  
28301770300000 UNIT 4, BLDG M, DRAPER LANDING PHASE 4 CONDOMINIUM.  
28301770310000 UNIT 1, BLDG B, DRAPER LANDING PHASE 5 CONDOMINIUM AMD.  
28301770320000 UNIT 2, BLDG B, DRAPER LANDING PHASE 5 CONDOMINIUM AMD.  
28301770330000 UNIT 3, BLDG B, DRAPER LANDING PHASE 5 CONDOMINIUM AMD.  
28301770340000 UNIT 4, BLDG B, DRAPER LANDING PHASE 5 CONDOMINIUM AMD.  
28301770350000 UNIT 5, BLDG B, DRAPER LANDING PHASE 5 CONDOMINIUM AMD.  
28301770360000 UNIT 6, BLDG B, DRAPER LANDING PHASE 5 CONDOMINIUM AMD.  
28301770380000 UNIT 1, BLDG F, DRAPER LANDING PHASE 2 CONDO AMD. 8407-6375  
28301770390000 UNIT 2, BLDG F, DRAPER LANDING PHASE 2 CONDO AMD. 8407-6375  
28301770400000 UNIT 3, BLDG F, DRAPER LANDING PHASE 2 CONDO AMD. 8407-6375  
28301770410000 UNIT 4, BLDG F, DRAPER LANDING PHASE 2 CONDO AMD. 8407-6375  
28301770420000 UNIT 5, BLDG F, DRAPER LANDING PHASE 2 CONDO AMD. 8407-6375  
28301770430000 UNIT 6, BLDG F, DRAPER LANDING PHASE 2 CONDO AMD. 8407-6375  
28301770450000 UNIT 1, BLDG C, DRAPER LANDING PHASE 6 CONDOMINIUMS.  
28301770460000 UNIT 2, BLDG C, DRAPER LANDING PHASE 6 CONDOMINIUMS.  
28301770470000 UNIT 3, BLDG C, DRAPER LANDING PHASE 6 CONDOMINIUMS.  
28301770480000 UNIT 4, BLDG C, DRAPER LANDING PHASE 6 CONDOMINIUMS.  
28301770490000 UNIT 1, BLDG L, DRAPER LANDING PHASE 7 CONDOMINIUMS.  
28301770500000 UNIT 2, BLDG L, DRAPER LANDING PHASE 7 CONDOMINIUMS.  
28301770510000 UNIT 3, BLDG L, DRAPER LANDING PHASE 7 CONDOMINIUMS.  
28301770520000 UNIT 4, BLDG L, DRAPER LANDING PHASE 7 CONDOMINIUMS.  
28301770530000 UNIT 1, BLDG K, DRAPER LANDING PHASE 8 CONDOMINIUMS.  
28301770540000 UNIT 2, BLDG K, DRAPER LANDING PHASE 8 CONDOMINIUMS.  
28301770550000 UNIT 3, BLDG K, DRAPER LANDING PHASE 8 CONDOMINIUMS.  
28301770560000 UNIT 4, BLDG K, DRAPER LANDING PHASE 8 CONDOMINIUMS.  
28301770570000 UNIT 5, BLDG K, DRAPER LANDING PHASE 8 CONDOMINIUMS.  
28301770580000 UNIT 6, BLDG K, DRAPER LANDING PHASE 8 CONDOMINIUMS.  
28301770600000 UNIT 1, BLDG J, DRAPER LANDING PHASE 10 CONDOMINIUMS.

28301770610000 UNIT 2, BLDG J, DRAPER LANDING PHASE 10 CONDOMINIUMS.  
28301770620000 UNIT 3, BLDG J, DRAPER LANDING PHASE 10 CONDOMINIUMS.  
28301770630000 UNIT 4, BLDG J, DRAPER LANDING PHASE 10 CONDOMINIUMS.  
28301770640000 UNIT 5, BLDG J, DRAPER LANDING PHASE 10 CONDOMINIUMS.  
28301770650000 UNIT 6, BLDG J, DRAPER LANDING PHASE 10 CONDOMINIUMS.  
28301770670000 UNIT 1, BLDG D, DRAPER LANDING PHASE 9 CONDO. 8524-1560  
28301770680000 UNIT 2, BLDG D, DRAPER LANDING PHASE 9 CONDO. 8524-1560  
28301770690000 UNIT 3, BLDG D, DRAPER LANDING PHASE 9 CONDO. 8524-1560  
28301770700000 UNIT 4, BLDG D, DRAPER LANDING PHASE 9 CONDO. 8524-1560  
28301770710000 UNIT 1, BLDG I, DRAPER LANDING PHASE 9 CONDO. 8524-1560  
28301770720000 UNIT 2, BLDG I, DRAPER LANDING PHASE 9 CONDO. 8524-1560  
28301770730000 UNIT 3, BLDG I, DRAPER LANDING PHASE 9 CONDO. 8524-1560  
28301770740000 UNIT 4, BLDG I, DRAPER LANDING PHASE 9 CONDO. 8524-1560  
28301770750000 UNIT 1, BLDG H, DRAPER LANDING PHASE 11 CONDO. 8528-3267  
28301770760000 UNIT 2, BLDG H, DRAPER LANDING PHASE 11 CONDO. 8528-3267  
28301770770000 UNIT 3, BLDG H, DRAPER LANDING PHASE 11 CONDO. 8528-3267  
28301770780000 UNIT 4, BLDG H, DRAPER LANDING PHASE 11 CONDO. 8528-3267  
28301770790000 UNIT 5, BLDG H, DRAPER LANDING PHASE 11 CONDO. 8528-3267  
28301770800000 UNIT 6, BLDG H, DRAPER LANDING PHASE 11 CONDO. 8528-3267  
28301770810000 UNIT 1, BLDG G, DRAPER LANDING PHASE 12 CONDO. 8395-3989  
28301770820000 UNIT 2, BLDG G, DRAPER LANDING PHASE 12 CONDO. 8395-3989  
28301770830000 UNIT 3, BLDG G, DRAPER LANDING PHASE 12 CONDO. 8395-3989  
28301770840000 UNIT 4, BLDG G, DRAPER LANDING PHASE 12 CONDO. 8395-3989  
28301770850000 UNIT 5, BLDG G, DRAPER LANDING PHASE 12 CONDO. 8395-3989  
28301770860000 UNIT 6, BLDG G, DRAPER LANDING PHASE 12 CONDO. 8395-3989  
28301770870000 UNIT 1, BLDG E, DRAPER LANDING PHASE 13 CONDO. 8528-3267  
28301770880000 UNIT 2, BLDG E, DRAPER LANDING PHASE 13 CONDO. 8528-3267  
28301770890000 UNIT 3, BLDG E, DRAPER LANDING PHASE 13 CONDO. 8528-3267  
28301770900000 UNIT 4, BLDG E, DRAPER LANDING PHASE 13 CONDO. 8528-3267  
28301770910000 UNIT 5, BLDG E, DRAPER LANDING PHASE 13 CONDO. 8528-3267  
28301770920000 UNIT 6, BLDG E, DRAPER LANDING PHASE 13 CONDO. 8528-3267