

dy: JLS SP

When Recorded Return To:

Property Management Systems, Inc.  
262 East 3900 South, Suite 200  
Salt Lake City, Utah 84107

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Book - 9102 Pg - 1862-1866  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
PROPERTY MANAGEMENT SYSTEMS INC  
262 E 3900 S STE 200  
SALT LAKE CITY, UT 84107  
BY: JLS, DEPUTY - MI SP.

Salt Lake city, UT 84107

## APPENDIX C

AMENDMENT TO THE  
DECLARATION AND BYLAWS  
OF  
DONNER CREST CONDOMINIUMS

An Association of Unit Owners Under  
The Utah Condominium Ownership Act

1. Lease and the Rental of Units.
  - 1.1 It is the intent of this provision to:
    - (a) Protect the equity of the individual property owners of the Donner Crest Condominiums ("property");
    - (b) Carry out the purpose for which the Donner Crest Association ("DCA") was formed by preserving the character of the property from assuming the character of an apartment, renter-occupied complex; and
    - (c) 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 or renting of a Unit or Units shall be prohibited, except in the case of undue hardship as provided below.
  - 1.2 The Management Committee shall be empowered to allow up to twenty (20%) percent of the Units in the property to be leased or rented by non-owner residents. Any Owner who intends to lease or rent his/her unit shall submit a written application to the Management Committee requesting permission to do so, which consent shall not be unreasonably withheld so long as at least eighty (80%) percent of the Units in the property are owner occupied. No Unit may be leased or rented without the prior written consent of the Management Committee.
  - 1.3 The foregoing restriction is subject to the following exceptions:
    - 1.3.1 The Management Committee, in its sole discretion, shall be empowered to allow reasonable leasing or renting of Units beyond the percentage limitation set forth above, upon written application, to avoid undue hardship on an





1.7 40  
Owner. By way of illustration and not by limitations, examples of circumstances which would constitute undue hardship are those which:

- (a) An Owner must relocate his/her residence and cannot, within ninety (90) days from the date Unit was placed on the market, sell the Unit. The Unit must have a reasonable, fair-market price.
- (b) The Owner dies and the Unit is being administered by his/her estate,
- (c) The Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit,
- (d) The Unit is to be leased or rented to a member of the Owner's immediate family, which shall be deemed to encompass children, grandchildren, parents, grandparents, brothers, sisters and spouses.

1.3.2 Those owners who have demonstrated that the inability to lease/rent their unit would result in undue hardship and have obtained the requisite approval of the Management Committee may lease/rent their Unit for such duration as the Management Committee reasonable determines is necessary to prevent undue hardship.

A 1.3.3 Any Owner who believes he/she must lease/rent his/her Unit to avoid undue hardship shall submit a written application to the Management Committee setting forth the circumstances necessitating the hardship, a copy of the lease or rental agreement, and such other information as the Management Committee may reasonable require.

1.3.4 Leasing or renting in the case of undue hardship shall be permitted only upon the Management Committee's written approval of the Owner's application. When this is approved, a copy of the lease or rental agreement signed by the Owner and lessee (renter) shall be submitted to the Management Committee within ten (10) days after both parties have signed it.

1.4 The Units (the "Grandfathered Units") noted below are currently leased do not require permission from the Management Committee to continue to be leased. The percentage of leased/rented Units includes the Grandfathered Units. The Grandfathered Units may continue to be leased/rented without restriction for so long as record title to said Unit 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 "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 (50%) percent. Upon the conveyance of the Grandfathered Unit by the Grandfathered Owner or Qualified Successor, the said Unit shall immediately become subject to the restrictions set for the above.





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Recorded Dec 18 1978 at 12:12 m  
Request of ROBERT STEINER

KATIE L. DIXON, Recorder  
Salt Lake County, Utah

STATE OF UTAH  
COUNTY OF SALT LAKE REF.

\$ 15.50 By [Signature] Deputy

AMENDMENT TO BY-LAWS  
OF DONNER CREST CONDOMINIUM

850 DONNER WAY  
#402  
SALT LAKE CITY  
84108

At the Annual Meeting of the Donner Crest Condominium Association held December 14, 1978 in Salt Lake City, Utah, after timely written notice was given that the amendment would be proposed at said meeting, and with a quorum present, the following resolution was unanimously adopted:

..."BE IT THEREFORE RESOLVED, that paragraph 8.2 of the By-Laws of Donner Crest Condominium as recorded in Book 4661 at page 1236 in the offices of the Salt Lake County Recorder be amended to delete said paragraph 8.2..."

Donner Crest Management Committee

By [Signature]  
Robert C. Steiner  
Secretary, Donner Crest Condominium

State of Utah )  
County of Salt Lake ) ss

On the 18 day of December 1978 personally appeared before me Robert C. Steiner, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.



[Signature]  
Notary Public

Residing at Salt Lake City, Utah

My Commission Expires:

May 10, 1981

BOOK 4788 PAGE 82







STATE OF UTAH  
COUNTY OF SALT LAKE

AMENDMENT TO BY-LAWS  
OF DONNER CREST CONDOMINIUM

3345575

850 400000 way  
See ut 84108  
1550  
REF  
REC'D OF  
Oct 2 4 53 PM '79  
Robert C. Steiner  
KATIE L. PAXON  
RECORDED  
SALT LAKE COUNTY  
UTAH

At the Special Meeting of the Donner Crest Association held October 1, 1979, in Salt Lake City, Utah, after timely written notice had been given that the amendment would be proposed at said meeting, pursuant to paragraph 10 of the Bylaws of Donner Crest Association, and with a quorum present, the following resolution was unanimously adopted:

..."BE IT THEREFORE RESOLVED, that the By-Laws of Donner Crest Association be amended to add as a new paragraph to said By-Laws, paragraph 14. Acceptability of Residents, which reads as follows:

14. Acceptability of Residents. The management committee shall have the prerogative to either accept and approve or reject and disapprove all proposed residents of the condominium. The owner or owners of each unit in the condominium shall notify the committee in writing of the name of any proposed residents of a unit at least ten days prior to the proposed date of occupancy. The committee shall have three days from and after the receipt by it of such notice in which to accept and approve or reject and disapprove said proposed residents. Failure on the part of the committee to give notice to said owner or owners of the rejection and disapproval of a proposed resident within the aforesaid three day period shall operate as a waiver of the committee's right to reject and disapprove such proposed resident. In the event the committee rejects and disapproves a proposed resident, the owner or owners concerned shall have the right to have said rejection and disapproval reviewed by the Association at a special meeting of the Association which shall be called at the request of such owner or owners by the President or Vice President of the committee pursuant to the provisions of these bylaws and this paragraph. Upon receiving such request, the President or Vice President, as the case may be, shall call a special meeting of the Association and shall give such notice of said meeting as shall be required to insure that the same shall be held within five days after the receipt of such request. Unless fifty-one (51) percent or more of the owners present at a meeting with a proper quorum vote at said meeting in favor of reversing the committee's rejection and disapproval, the committee's decision shall be and remain final.

Donner Crest Management Committee

By Robert C. Steiner  
Robert C. Steiner  
President

State of Utah )  
County of Salt Lake) ss:

On the \_\_\_ day of \_\_\_\_\_ 19\_\_\_ personally appeared before me Robert C. Steiner, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public  
Residing at Salt Lake City, Utah

My Commission Expires:  
\_\_\_\_\_



BOOK 4956 PAGE 1280



