

3/27/2013

AMENDMENT  
TO THE  
COVENANTS, CONDITIONS & RESTRICTIONS  
OF  
GRANDVIEW ACRES CONDOMINIUMS

**RECITALS**

This Amendment to the Declaration of Covenants, Conditions & Restrictions and Reservations of Easements for Grandview Acres Condominiums (“Amendment”) is made and approved by the unit owners of Grandview Acres Condominiums on the date shown below after being voted on and approved by the unit owners in accordance with the Governing Documents (as defined below) of Grandview Acres Condominiums (“Grandview Acres”)

WHEREAS, Grandview Acres Condominiums was created by the “Declaration of Covenants, Conditions and Restrictions and Reservations of Easements for Grandview Acres Condominiums (“Enabling Declaration”), recorded in the records of Weber County, Utah, on Oct 9, 2001; and

WHEREAS, the property that is the subject of this Amended Declaration is situated in and upon that certain real property located in Weber County, State of Utah, as specifically described in Exhibit “C”, attached hereto and incorporated herein by this reference, and including the Common Area that is appurtenant to each unit as shown on the plat maps for Grandview Acres Condominiums, as recorded in the office of the County Recorder for Weber County, State of Utah. There are 150 Units at Grandview Acres Condominiums.

WHEREAS, Grandview Acres Condominium Association (“Association”) is responsible for the enforcement of the provisions of the Enabling Declaration, amendments to the Enabling Declaration, and the Association’s Bylaws (collectively referred to as the “Governing Documents”); and

WHEREAS, it is the desire of the unit owners within Grandview Acres to live in a condominium community that is orderly, peaceful and desirable, and that will allow for and protect the comfortable enjoyment of all residents of Grandview Acres; and

WHEREAS, the unit owners within the Association desire to amend the Governing Documents to preserve and enhance the quality of life at Grandview Acres Condominiums; and

WHEREAS, the unit owners desire to amend the Declaration to place reasonable restrictions on the percentage of renters who may occupy units at Grandview Acres; and

WHEREAS, the unit owners within the Association desire to preserve and enhance the quality of life at Grandview Acres and have purchased their units at Grandview Acres for the purpose of using their unit as an owner occupied single family residence; and

WHEREAS, the unit owners have purchased a unit in a condominium because they understand the condominium living concept was developed to create a real property interest wherein individuals could own their own real property and enjoy the benefits and stability that accompany ownership of real property, both individually and as a neighborhood, as well as the security that comes to a high density condominium community by having residents who are owners and are committed to the long-term welfare and good of the community, and

WHEREAS, the unit owners realize that the value of their units is directly related to the ability to sell their units, that the ability to sell their units is directly related to the ability of prospective borrowers to obtain FHA and other forms of financing, and that FHA underwriting standards as well as the underwriting standards at financial institutions and secondary mortgage markets restrict the percentage of non-owner occupied units that can exist in a condominium; and further, when too high a percentage of non-owner occupied units exist in a condominium project, a buyer will not be able to qualify for favorable and competitive market interest rates and financing terms, thus inhibiting a unit owner's ability to sell a unit and depressing the value of all the units at Grandview Acres; and

WHEREAS, as the result of a variety of economic factors beyond the control of the Association and the owners, permitting a limited percentage of units to be leased may reduce the financial hardship to owners who must move or sell their unit due to circumstances beyond their control, while still protecting the integrity of Grandview Acres and permitting Grandview Acres to achieve the objectives described above.

NOW THEREFORE, the unit owners of Grandview Acres Condominiums hereby amend the Governing Documents recorded against the real property located in Weber County, Utah, known as Grandview Acres Condominiums and more fully described on Exhibit "C" attached hereto. If there is any conflict between this Amendment and the Governing Documents, this Amendment shall control. This Amendment shall become effective upon recording. The Grandview Acres Condominiums Governing Documents are hereby amended as follows:

Amended Declaration– Grandview Acres Condominiums Page 2

# AMENDMENT

## ARTICLE I

### RENTAL RESTRICTIONS

#### 1.1

**Limited Leasing Permitted.** Not more than ten percent (10%) of the units within Grandview Acres may be leased at any given time, which leasing must be consistent with the provisions of this Amended Declaration. If less than ten percent (10%) of the units at Grandview Acres are occupied by non-unit owners, an owner may only Lease his or her unit as set forth below.

#### 1.2

**Leasing Permitted After Two Years Ownership.** Except as otherwise provided herein, no unit may be leased during the first twenty-four months following the date a unit is purchased or the owner records a deed with Weber County indicating the owner has received title to a uniting Grandview Acres. Thereafter, if a unit owner desires to lease a unit, he or she may do so pursuant to the provisions of this Amended Declaration, however, under no circumstances may a unit be leased by an owner for a period in excess of twenty-four months.

#### 1.3

**Grandfathered Units.** Except as otherwise provided below, the number of units that shall be leased at any one time shall be limited in the following ways: there are currently (at the time this Amended Declaration was recorded six Units at Grandview Acres that are being leased (referred to herein as the “Grandfathered Units”, and listed on Exhibit “D” attached). The six Grandfathered units may continue to be leased until (a) the unit owner transfers ownership of the unit to another person or entity, or (b) the unit owner occupies the unit, (c) an officer, owner, member, trustee, beneficiary, director, or person holding a similar position of Ownership or control of an entity or trust that holds an Ownership interest in the unit, transfers the unit or occupies the unit(. Grandfathered owners must give a copy of lease agreements to Grandview Acres Board and follow all rental restrictions except twenty-four month rule but they must renew every twenty-four months. Permission to lease is contingent on rules and regulations being followed.)

**Temporary Increase in Rental Units.** Nine additional units may be leased as set forth in this Amended Declaration as long as the number of Grandfathered Units doesn't exceed six. However, the number of units that may be leased at any one time shall be fifteen, When a Grandfathered Unit changes its status and is sold; the number of units that may be leased shall increase with the 2 year allowance. From that point forward, the total number of units that may be leased at any one time shall not be greater than fifteen.

#### 1.5

**No Pets in Rentals.** Pets shall not be permitted to reside in units that are being leased unless the pet is a service animal.

#### 1.6

**Twenty-four Month Rule.** After an Owner has owned a unit for twenty-four months, if less than the allowed number of rentals according to Section 1.3 are occupied by non-unit owners, an owner may, in compliance with the provisions set forth in this Amended Declaration, lease his or her unit for a period not in excess of twenty-four months. At the conclusion of twenty-

Four months, the leasing owner must terminate the lease of his or her unit. Failure of a unit owner to terminate a lease will make him subject to the provisions of Section 1.20 below.

1.7

**Board Approval.** All leases, subleases, assignments of leases, and all renewals of such agreements shall be first submitted to the Grandview Acres Board of Directors who shall determine if less than ten percent (10%) of the units are currently rented and to verify compliance with the leasing restrictions of this Amended Declaration.

1.8

**Fair Market Sales Price.** Any unit owner desiring to lease his or her unit or to have his or her unit occupied by a non-unit owner shall first attempt to sell the unit at fair market value by listing the unit for no less than six months on the multiple listing services (MLS). Prior to the time the unit owner first lists the unit for sale on the MLS, the unit owner shall provide written statement to the Board informing the Board of the fair market value sales price at which the unit owner will attempt to sell the unit. If the Board determines in its sole discretion that the owner attempting to sell the unit is asking too high of a sales price so there is not a realistic chance the unit will sell within six months, then the Board may require the unit owner to provide a written appraisal from a licensed Utah appraiser supporting the sales price the unit owner is asking. The Board shall accept the written appraisal supplied by the owner attempting to sell his or her unit as a valid statement of the fair market value of the unit. However, if the Board determines by a majority vote of the Board that the written appraisal supplied by the selling owner is too high, the Board may obtain its own appraisal and the sales price of the unit shall be set at the average between the two appraisals. If, at the end of six (6) months of having the unit on the market the owner is not successful in attempting to sell his or her unit, the owner shall notify the Board in writing of the owner's intent to lease the unit.

1.9

**Board List.** The Board shall maintain a list of those unit owners who have notified the Board of intent to lease their unit and shall grant permission to unit owners to lease their unit, which permission shall be granted in the same order the Board receives the written notice of intent to lease a unit from the unit owners. Permission shall be granted to lease a unit only (a) after the unit has been placed for sale at fair market value for not less than six months and, (b) when less than ten percent (10%) of the units at Grandview Acres are occupied by a nonsuit owner.

1.10

**Restrictions Not Applicable.** The rental restrictions contained in this Amended Declaration shall not apply: (a) if a unit owner is a member of the military and is required to move from the unit during a period of military deployment and desires to lease the unit during the period of deployment; (b) if a parent, grandparent or child leases their unit to a family member who is a parent, grandparent, child, grandchild, or sibling of the owner; (c) to an owner if an employer relocates an owner for a period of less than two years; (d) if a unit owner moves from unit due to temporary (less than three years) humanitarian, religious or charitable activity or service and leases the unit with the intent to return to occupy the unit when the humanitarian, religious or charitable service has concluded, or (e) to a unit owned by a trust or other entity created for estate planning purposes, if the trust or other estate planning entity was created forth estate of the current resident of the unit or the parent, grandparent, child, grandchild, or

sibling of the current resident of the unit.

1.11

**Transfer of Unit.** For purposes of Subparagraph 1.10, a transfer occurs when one or more of the following occur: (a) the owner conveys, sells, or transfers a unit by deed; (b) the owner grants a life estate in the unit; or (c) if the unit is owned by a limited liability company, corporation, partnership, or other business entity, the sale or transfer of more than 75% of the business entity's share, stock, membership interests, or partnership interests in a 12-month period.

1.12

**Tracking of Rentals.** The Board shall create, by rule or resolution, procedures to determine and track the number of rentals and units in Grandview Acres subject to the provisions described above, and shall ensure consistent administration and enforcement of the rental restrictions in this Amended Declaration.

1.13

**Exceptions Not Applicable.** Units that are leased pursuant to the exceptions contained in paragraphs 1.2 and 1.10 shall not be counted toward the ten percent (10%) cap on rental restrictions.

1.14

**Good Landlord Program.** Prior to leasing any unit in Grandview Acres the unit owner desiring to lease his or her unit shall first sign up for and qualify for the Ogden "Good Landlord Program", and shall obtain an Ogden City business license as required by Section 5 of the Ogden City Municipal Code. Proof of compliance with these requirements shall be submitted to Grandview Acres Board prior to the time the Board grants a unit owner permission to lease a unit under paragraph 1.7 above.

1.15

**No Felons.** In addition to compliance with the Ogden Good Landlord Program, no unit owner shall permit any person who has been convicted of a felony within eight years of applying for permission to rent, or who has been on parole or probation in the past six years, to rent, lease or occupy his unit at Grandview Acres or to reside with another person who is a non-owner of a unit at Grandview Acres.

1.16

**Rent and Lease Defined.** As used herein, "rent" (or any variation of the word) or "lease" (or any variation of the word) means a unit that is owned by an owner that is occupied by one or more non owners while no owner occupies the unit as the owner's primary residence. The payment of remuneration to an owner by a non-owner shall not be required to establish that then an owner is leasing a unit. Failure of a non-owner to pay remuneration of any kind to the owner shall not be considered when determining if a unit is a rental unit.

1.17

**Non Owner Defined.** As used herein, "non owner" means an individual or entity that is not an owner as shown on the records of the Weber County Recorder.

1.18

**Occupied Defined.** As used herein, "occupied" means to reside in a unit as a full time renter or to reside in a unit for ten (10) or more days in any thirty (30) day period. A unit is deemed to be occupied by a Non owner if the unit is Occupied by an individual(s) other than the unit

owner and the owner is not occupying the unit as the owner's primary residence.

1.19

**Single Family Defined.** "Single family" means (a) a single person living alone or with the person's children, (b) up to three unrelated persons, or (d) a husband/wife relationship with or without children.

1.20

**Violation.** Any unit owner who violates this Amended Declaration shall be subject to complaint for damages and/or an injunction and order seeking to terminate the lease in violation of this Amended Declaration. If Grandview Acres is required to retain legal counsel to enforce this Amended Declaration, with or without the filing of legal process, the violating unit owner shall be liable for all costs and expenses incurred by the Association, including but not limited to attorney fees and court costs incurred by the Board in enforcing this Amended Declaration.

1.21

**Temporary Defined.** Nothing herein shall prohibit an owner from permitting a guest or visitor from temporarily residing in his or her unit, while the owner is present. As used in this paragraph, "temporarily" mean for a period not exceeding fifteen (15) days in any thirty (30)day period.

1.22

**Repeal of existing Lease Provision.** By adopting this Amended Declaration, the following provisions of the Enabling Declaration and amendments to the Enabling Declaration are repealed and rescinded: Article XVI.

1.23

**Severability.** The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

**CERTIFICATION**

It is hereby certified that this Amended Declaration has been consented to and approved by unit owners representing Sixty-seven percent or more of the owners present at the April 11,2013 meeting at Grandview Acres Condominiums, and that Sixty-seven percent or more of the unit owners either at the meeting or evidenced by proxy according to Article XI-Amendments voted for the Amendment as evidenced by the signatures contained in the attached pages, which signatures have been provided for the purpose of providing a recordable instrument evidencing their consent and approval. It is further certified that this Amended Declaration has been properly adopted according to the requirements of the Grandview Acres Enabling Declaration and Bylaws.

IN WITNESS WHEREOF, this \_\_\_ day of \_\_, \_\_\_\_\_ 2013.

**Grandview Acres Condominiums Board of Directors**

By \_\_\_\_\_

President

STATE OF UTAH)

: Ss.

COUNTY OF WEBER)

On this \_\_\_ day of \_\_\_\_\_, 2013, personally appeared before me, \_\_\_\_\_ who, being by me duly sworn, did say that he is President of the Grandview Acres Condominium Association and that the within and foregoing document was signed as an officer of the Association and in behalf of said Association and he duly acknowledged to me he/she executed the same.

\_\_\_\_\_  
Notary Public

## **EXHIBIT “C”**

### **Legal Description of Units**

The following units in the buildings indicated, in Grandview Acres Condominiums, Ogden City, and Weber County, Utah.