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ADAM GARDINER  
RECORDER, SALT LAKE COUNTY, UTAH  
COTTAGES ON COLLEGE HOA  
4557 S LORI LEIGH LN  
SALT LAKE CITY UT 84117  
BY: MZA, DEPUTY - WI 3 P.

**WHEN RECORDED RETURN TO:**

James Balis, President  
Cottages on College Homeowners Association  
4557 S. Lori Leigh Lane  
Salt Lake City, Utah 84117  
801-261-0073

**AMENDMENT TO DECLARATION OF CONDOMINIUM  
FOR COTTAGES ON COLLEGE CONDOMINIUM**

This Amendment to Declaration of Condominium for Cottages on College Condominium is made and executed by Cottages on College Owners Association Inc. of 4557 S. Lori Leigh Lane, Salt Lake City, UT 84117 (the "Declarant").

**RECITALS**

- A. The Declaration of Condominium for Cottages on College Condominium was recorded in the office of the County Recorder of Salt Lake County, Utah on October 9, 1996 as Entry No. 6476707 in Book 7508 at Page 1318 of the official records (the "Declaration").
- B. The Declarant is the managing agent for all of the owners of the real property located in Salt Lake County, Utah, described with particularity on Exhibit "A", attached hereto and incorporated herein by reference (the "Property").
- C. The Property is subject to the Declaration.
- D. All of the voting requirements to amend the Declaration have been satisfied.

NOW, THEREFORE, for the reasons cited above, and for the benefit of the Property and the owner thereof, the Declarant hereby executes this Amendment to Declaration of Condominium for Cottages on College Condominium pursuant to Article XVII, Section 17.5 of the Declaration.

1. Article IX, Section 9.2, Subsection (a), (1), of Article IX entitled Annual Budget, is hereby deleted in its entirety and the following language is substituted in lieu thereof:

Article IX, Section 9.2, Subsection (a), (1), Annual Budget: No later than two (2) weeks prior to the annual meeting of Members the Association shall prepare or cause to be prepared, an operating budget setting forth an itemized statement of the anticipated receipts and disbursements for the coming year and taking into account the general condition of the Project. Each such budget, together with a statement from the Association outlining a plan of operation for the year in question and justifying the estimates made, shall be submitted to the Members no later than one (1) week prior to the scheduled annual Members meeting. Such budget, with any changes therein, shall be adopted by the Members at each annual meeting of the Members. Said operating budget shall serve as the basis for the schedule of proposed monthly assessments for the annual period for which it is prepared. Said budget shall also constitute a major guideline under which the Association shall operate during such annual period.

2. In the event of any conflict, incongruity or inconsistency between the provisions of the Declaration and this Amendment, the latter shall in all respects govern and control.

3. It is expressly agreed by the undersigned that this Amendment is supplemental to the Declaration, which by reference is made a part hereof, and all the terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this Amendment and are made a part of this Amendment as though they were expressly rewritten and included herein.

4. If any provision of this Amendment is held to be illegal, invalid, or unenforceable under any present or future law, then that provision shall be fully severable. This Amendment will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions of this Amendment will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Amendment. Furthermore, in lieu of each such illegal, invalid or unenforceable provision, there will be added automatically, as a part of this Amendment, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

5. The effective date of this Amendment is the date it is recorded in the office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, the Association, Inc. has executed this instrument the \_\_\_\_ day of April, 2018.

COTTAGES ON COLLEGE OWNERS ASSOCIATION, INC.

By *James Balis*  
James Balis. President

**ACKNOWLEDGMENT**

STATE OF UTAH            )  
  }ss:  
COUNTY OF SALT LAKE )

On the 23 day of April, 2018, personally appeared before me James Balis, who by me being duly sworn, did say that he is the President of the COTTAGES ON COLLEGE OWNERS ASSOCIATION, INC. and that the foregoing instrument was signed in behalf of said Association, Inc. by authority of its Declaration of Condominiums, Articles of Incorporation, and a Resolution of the Board of Trustees, and said James Balis duly acknowledged to me that said Association, Inc. executed the same.

*Kevin H. Burton*  
NOTARY PUBLIC

