7

WHEN RECORDED MAIL TO:

Joseph E. Hatch Attorney at Law 5295 So. Commerce Drive, Suite 200 Murray, UT 84107 10270706
11/08/2007 01:08 PM \$69.00
Book - 9535 Ps - 3244-3250
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
JOSEPH E HATCH
5295 S COMMERCE DR STE 200
MURRAY UT 84107
BY: ZJM, DEPUTY - WI 7 P.

SECOND AMENDMENT TO

BYLAWS OF THE MARYLAND CONDOMINIUMS

WHEREAS, at a duly called meeting of the members of The Maryland Condominium Unit Owners Association, a Utah non-profit corporation (the "Association") held by mail ballots sent and received on August 31, 2007, by The Maryland Condominiums on 839 East South Temple Street, Salt Lake City, Utah 84102, at which a quorum of the members voted, the members approved this amend of the Association's Amended and Restated Bylaws by adopting these Amended Bylaws of the Association as set forth below; and

WHEREAS, the Amendments to the Bylaws of the Association set forth below shall supersede and replace a portion of the Bylaws of the Association.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to Article XI of the current Bylaws of the Association, the members of the Association hereby adopt the following Amends to the Bylaws of The Maryland Condominium Unit Owners Association, a Utah non-profit corporation.

ARTICLE I

Article V, Section 7, is hereby amended to read as follows:

Foreclosure of Liens for Unpaid Common Charges.

In the event of foreclosure of the lien, described in Section 6 above, the owner shall be required to pay costs and expenses of any such proceeding, including court costs and reasonable attorney's fees, which amounts shall likewise be secured by the lien being foreclosed. Such lien may be foreclosed by judicial foreclosure or non-judicial foreclosure, in accordance with law. The Maryland Condominium Unit Owner's Association

shall be deemed to be the trustee for purposes of carrying out a non-judicial foreclosure in the manner of a deed of trust, as set forth in Section 57-8-20(4) of the Utah Code, as amended during such foreclosure, the Board of Directors may require the Owner to pay a reasonable rental fee for the use of his unit and the Board of Directors may require the appointment of a receiver to collect the rental without regard to the value of the security.

ARTICLE II

Article V shall be amended to include a Section 18 which shall read as follows:

Limitation Upon Rental Units

Because the Maryland Condominiums are primarily an owner occupied, residential facility, the Board of Directors are authorized to adopt rules and regulations restricting or eliminate the number of units which may be rented to the public. The regulations may also set conditions upon how units may be rented, if at all, to the public.

ARTICLE III

Article V shall be amended to include Section 19 which will read as follows:

Shutting Off Utilities

Pursuant to Utah Code Annotated § 57-8-20(5), the Board of Directors, following a written notice and an opportunity to be heard before the Board of Directors, may terminate the right of a Unit Owner to receive heat, water and sewage services as described in Sections 15 and 16, above, because of non-payment of Owner's assessments. The Notice to the Unit Owner shall state:

- 1. utility services will be terminated if payment of the assessment is not received within 48 hours of this notice;
- 2. the amount of the assessment due, including any interest or late payment fee; and
- 3. the right of Unit Owner to request a hearing before the Board of Directors which request must be delivered within 14 days of receipt of the notice.

Should a Unit Owner request a hearing, the hearing, before the Board of Directors, shall be informal. The Owner may represent himself or be represented by an attorney. The Owner will have twenty minutes to present the reasons why his utilities should not be shut off. Following the Owner's presentation, the Board of Directors may ask questions of the

Owner, following which the Board will be deliberate and render its decision. The final decision of the Board of Directors shall be in writing.

ARTICLE IV

All remaining terms and conditions of the Bylaws shall remain unchanged. These Amendments shall be effective upon recording.

ARTICLE V

The legal description of the real property for the Maryland Condominiums Project is located in Salt Lake County, Utah, and more particularly described as follows:

BEGINNING at the Southwest Corner of Lot 2, Block 2, Plat "D", Salt Lake City Survey, as recorded in the Salt Lake County Recorder's Office; said Southwest Corner being N 89°58'36" E 41.91 Feet and N 0°00'29" W 67.48 Feet of an existing street Centerline Monument at the intersection of South Temple and "L" Streets; And running thence N 0°00'03" W along the East line of said "L" Street 155.09 feet; thence S 89°55'15" E 99.00 feet; thence N 0°00'03" W 10.00 feet; thence S 89°55'15" E 78.52 feet; thence S 0°00'39" W 165.11 feet to the north line of South Temple Street; thence N 89°55'00" W along said North Line of South Temple Street 177.49 feet to the POINT OF BEGINNING. Contains 28,316 sq. ft. (0.650 Acres). Subject to any and all existing Right-of-Ways and Easements.

THE MARYLAND CONDOMINIUM UNIT OWNERS ASSOCIATION

3Y: (/(X/

Its:

STATE OF Wah)	
COUNTY OF Salt lake ; SS.	
On this day of November the who duly acknowledged to me that he executed the day of the whole of the day of th	, 2007, personally appeared before me e signer of the foregoing acknowledgement, outed the same.
DANNA SIMMONS Notary Public State of Utah My Comm. Expires Apr 5, 2008	Dama Simmono NOTARY PUBLIC

RXLP MARYLAND CONDO			BLK, LOT - $QUAR$	
B FLG ' $BLK/BLDG$	$IND\ FLG$	LOT/QUAR	PARCEL NUMBER	OBSOLETE?
	U	97	09-32-383-002-0000	NO
	U	98	09-32-383-003-0000	NO
	U	99	09-32-383-004-0000	NO
	U	101	09-32-383-005-0000	NO
	U	102	09-32-383-006-0000	NO
	U	103	09-32-383-007-0000	NO
	U	104	09-32-383-008-0000	NO
	U	105	09-32-383-009-0000	NO
	U	106	09-32-383-010-0000	NO
	U	107	09-32-383-011-0000	NO
	U	108	09-32-383-012-0000	NO
	U	201	09-32-383-013-0000	NO
	U	202	09-32-383-014-0000	NO
•	U	203	09-32-383-015-0000	NO
	U	204	09-32-383-016-0000	NO
	U	205	09-32-383-017-0000	NO
	U	206	09-32-383-018-0000	NO
	U	207	09-32-383-019-0000	NO
	U	208	09-32-383-020-0000	NO

PF1=VTDI PF5=RXKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP MARYLAND CONDO			<i>BLK, LOT-QUAR</i>	
B FLG BLK/BLDG	$IND\ FLG$	LOT/QUAR	PARCEL NUMBER	OBSOLETE?
	U	208	09-32-383-020-0000	NO
	U	301	09-32-383-021-0000	NO
	U	302	<i>09-32-383-022-0000</i>	NO
	U	303	09-32-383-023-0000	NO
	U	304	09-32-383-024-0000	NO
	U	305	09-32-383-025-0000	NO
	U	306	09-32-383-026-0000	NO
	Ŭ	307	09-32-383-027-0000	NO
	U	308	09-32-383-028-0000	NO
	U	$AREA_{j}$	<i>09-32-383-001-0000</i>	NO

PF1=VTDI PF5=RXKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP MARYLAND CONDO			BLK, LOT -	QUAR
B FLG 'BLK/BLDG	$IND\ FLG$	LOT/QUAR	PARCEL NUMBE	R OBSOLETE?
	5 .	-	00 30 303 000 0	000
	P^{+}	1	09-32-383-029-0	
	P	2	09-32-383-030-0	000 NO
	P	3	09-32-383-031-0	000 NO
	P	4	09-32-383-032-0	000 NO
	P	5	09-32-383-033-0	000 NO
	P	6	09-32-383-034-0	000 NO
	P	7	09-32-383-035-0	000 NO
	P	8	09-32-383-036 - 0	000 NO
	P	9	09-32-383-037-0	000 NO
	P	10	09-32-383-038-0	000 NO
	P	11	09-32-383-039-0	000 NO
	P	12	09-32-383-040-0	000 NO
	P	13	09-32-383-041-0	000 NO
	P	14	09-32-383-042-0	000 NO
	P	15	09-32-383-043-0	000 NO
	P	16	09-32-383-044-0	000 NO
	P	17	09-32-383-045-0	000 NO
	P	18	09-32-383-046-0	000 NO
	U	97	09-32-383-002 - 0	000 NO

PF1=VTDI PF5=RXKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN PF4=RETURN TO RXEN PF10=LAST RECORDS