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WHEN RECORDED RETURN TO: Brian Linton 7622 South 2700 East Cottonwood Heights, UT 84121

NOTE TO RECORDER: RECORD ONLY AGAINST THE PROPERTY DESCRIBED IN EXHIBIT "A" 11226203 08/11/2011 11:22 AM \$57.00 Book - 9942 Pa - 5081-5102 GARRY W. OTT RECORDER, SALT LAKE COUNTY, UTAH JAMES R BLAKESLEY 2595 E 3300 S SLC UT 84109 BY: ZJM, DEPUTY - WI 22 P.

AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF VICTORIA MEADOW CONDOMINIUM, A Utah Condominium Project

This Amendment to the Declaration of Condominium of Victoria Meadow Condominium, a Utah Condominium Project, is made and executed by VICTORIA MEADOWS CONDOMINIUMS OWNERS ASSOCIATION., a Utah limited liability company, of 978 E. Woodoak Lane, Salt Lake City, Utah 84117 (hereinafter referred to as "Declarant").

RECITALS

Whereas, the Declaration of Condominium for Victoria Meadow Condominium was rerecorded in the office of the County Recorder of Salt Lake County, Utah on October 31, 1984 as Entry No. 4010719 in Book 5602 at Page 2488 of the Official Records (the "Declaration").

Whereas, the related Plat Map for the Project has also been recorded in the office of the County Recorder of Salt Lake County, Utah.

Whereas, under Article XVI, Section 16.05 of the Declaration granted to 51% of the Total Votes the right to amend the Declaration.

Whereas, all of the voting requirements have been satisfied.

Whereas, the undersigned desires to amend the Declaration to make changes necessary to qualify for certification and VA financing and to include the changes made to the Utah Condominium Ownership Act, Utah Code Ann., Sections 57-8-1 et seq. (1963) during the General Session of the 2011 Utah Legislature.

Whereas, this amendment affects all of the real property described with particularity in Exhibit "A" attached hereto and incorporated herein by this reference.

NOW, THEREFORE, for the reasons recited above, and for the benefit of Victoria Meadow Condominium and the Owners thereof, the undersigned hereby executes this Amendment to the Declaration of Condominium for Victoria Meadow Condominium.

- 1. Article VI of the Declaration is hereby amended to add the following new Section:
 - 6.12 Flags, Signs, Religious and Holiday Displays. The Association may not prohibit the display of a U.S. flag inside a Unit or Limited Common Area, if the care of the flag and display is consistent with federal law. The Association may control and restrict the display of a flag in the Common Area. The rights of Owners and occupants to display religious and holiday signs, symbols, and decorations on their Units of the kinds normally displayed in residences located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt time, place, and manner restrictions regulating displays which are visible from outside the Unit.
 - 2. Article VII is hereby amended to add the following new Sections:
 - 7.05 <u>Reincorporation of Dissolved Association</u>. The Board of Trustees may re-file the articles of incorporation of the Association if its status has been suspended or dissolved, and adopt the prior Bylaws recorded in the office of the Salt Lake County Recorder.

7.06 Registration With The Department of Commerce.

- (a) The Association shall register with the Utah Department of Commerce and pay the Registration Fee. 1 The registration will include: (a) the name and address of the Association; (b) the name, address, telephone number, and, if applicable, e-mail address of the President of the Association; (c) the name and address of each Owner of the Board of Trustees; (d) the name, address, telephone number, and, if the contact person wishes to use e-mail or facsimile transmission for communicating payoff information, the e-mail address or facsimile number, as applicable, of a primary contact person who will provide Association Payoff information.
- (b) The Registration shall be updated within ninety (90) days after a change in any of the information provided.

114 (

¹ Currently \$37.00

- (c) If the Association has failed to register or update its registration with the State of Utah may not record a notice of lien against a Unit or enforce a previous lien.
- 3. Article VIII of the Declaration is hereby amended to add the following new Section:

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- 8.10. Fair and Reasonable Notice. Notice given in accordance with the provisions of the Revised Nonprofit Corporations Act) shall be considered fair and reasonable notice. The Association may give notice by text message, e-mail, text message, the Association website, or other electronic notice; provided, however an Owner may by making a written demand to the Association require written notice.
- 8.11 <u>Production of Records</u>. The Association shall: (a) keep detailed, accurate records in chronological order, of the receipts and expenditures affecting the Common Areas and Facilities, specifying and itemizing the maintenance and repair expenses of the Common Areas and Facilities and any other expenses incurred; and (b) make those records available for examination by any Unit Owners at a convenient hour during the regular work week no later than fourteen (14) days after the Unit Owner makes a written request to examine the records.
- 4. Article IX of the Declaration is hereby amended to add the following new Sections:
 - 9.09 Proposed Budget. At least thirty (30) days prior to the Annual Homeowners Meeting, the Board of Trustees shall prepare and deliver to the Owners a proposed Budget. The Owners may call a special meeting within forty-five (45) days of the meeting providing the proposed Budget to vote to disapprove the Budget, although to set it aside and to reject a proposed Budget requires the affirmative written consent of at least a majority of total ownership to reject. If the new Budget is disapproved, then the prior year's Budget continues.

9.10 Reserve Analysis -- Reserve Fund.

(1) As used in this section, the term "reserve analysis" means an analysis to determine: (a) the need for a reserve fund to accumulate money to cover the cost of repairing, replacing, and restoring common areas and facilities that have a useful life of three years or more, but excluding any cost that can reasonably be funded from the general budget or other funds of the association of unit owners; and (b) the appropriate amount of any reserve fund.

- (2) After the expiration of the Declarant's Period of Control, the Board of Trustees shall cause a reserve analysis to be conducted no less frequently than every five (5) years; and review and, if necessary, update a previously conducted reserve analysis no less frequently than every two (2) years.
- (3) The Board of Trustees may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by the Board of Trustees, to conduct the reserve analysis.
- (4) The Board of Trustees may not use money in a reserve fund: (i) for daily maintenance expenses, unless a majority of the Owners of the Association vote to approve the use of reserve fund money for that purpose; or (ii) for any purpose other than the purpose for which the reserve fund was established.
- (5) The Board of Trustees shall maintain a reserve fund separate from other funds of the Association.
- (6) This Subsection (4) may not be construed to limit the Board of Trustees from prudently investing money in a reserve fund provided it is government insured.
- (7) The Association shall: (a) annually, at the annual meeting of the Association or at a special meeting of the Association: (i) present the reserve study; and (ii) provide an opportunity for Unit Owners to discuss reserves and to vote on whether to fund a reserve fund and, if so, how to fund it and in what amount; (b) prepare and keep minutes of each meeting so held and indicate in the minutes any decision relating to funding a reserve fund; provided, however, and anything to the contrary notwithstanding, the Association shall fund and maintain a reserve account sufficient to satisfy the requirements for certification by the US Department of Housing and Urban Development.2

9.11 Providing Payoff Information.

(a) The Association may charge a fee for providing Association payoff information needed in connection with the closing of a Unit Owner's financing, refinancing, or sale of the Owner's Unit (the "Payoff Fee").

² Currently HUD requires a 10% reserve fund and a 10% contribution from annual assessments as they accrue.

- (b) The Association may not require that the Payoff Fee be paid before closing and the Payoff Fee may not exceed \$50 without a change in the statute.
- (c) If the Association fails to provide the payoff information requested within five (5) business days after the closing agent requests the information may not enforce a lien against that Unit for money due to the association at closing; provided, however, a request shall not be considered effective unless the request is conveyed in writing to the designated contact person for the Association on record with the State of Utah and contains: (1) the name, telephone number, and address of the person making the request; and (2) the facsimile number or email address for delivery of the payoff information; and (3) is accompanied by a written consent for the release of the payoff information: (a) identifying the person requesting the information as a person to whom the payoff information may be released; and (b) signed and dated by an Owner of the Unit for which the payoff information is requested.
- 9.12 Foreclosure of Lien as Mortgage or Trust Deed. The lien for nonpayment of Assessments may be enforced by sale or foreclosure of the Owner's interest therein by the Board of Trustees. The sale or foreclosure shall be conducted in the same manner as foreclosures in deeds of trust or mortgages or in any other manner permitted by law. In any foreclosure or sale, the Owner shall pay the costs and expenses of such proceedings, including but not limited to the cost of a foreclosure report, reasonable attorney's fees, and a reasonable rental for the Unit during the pendency of the foreclosure action. The Association in the foreclosure action may require the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Board of Trustees may bid for the Unit at foreclosure or other sale and hold, lease, mortgage, or convey the same.
- (a) A Unit may be auctioned publically and sold through either a non-judicial foreclosure (like a bank foreclosing a deed of trust) or through judicial foreclosure. A court order of sale is required for a judicial foreclosure which includes a 6-month redemption period.
- (b) For purposes of a non-judicial foreclosure, when a person accepts a deed or other document of conveyance to a Unit, it is considered the same, like a bank and a deed of trust, as conveying the Unit in trust to as trustee³ appointed by the Association to secure payment of all assessments and costs of collection.

³ Bank, Title Company or Utah attorney

(c) The Association must appoint a qualified trustee, by signing and recording in the office of the county recorder a written substitution of trustee form in order to foreclose upon a Unit non-judicially.⁴

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- (d) At least thirty (30) days prior to starting its non-judicial foreclosure, the Association must send written notice to the Owner informing him or her of the Association's intent to foreclose non-judicially and the Owner's right to demand judicial foreclosure. The notice must be in the form provided by the statute and sent by certified mail.5 The Owner may object to the non-judicial foreclosure by sending a written demand for judicial foreclosure. The Owner's objection and written demand must be sent within fifteen (15) days. The Owner's objection and written demand must also be sent by certified mail.
- (e) The Association may not use a non-judicial foreclosure to enforce a lien if the Owner mails the Association a written demand for judicial foreclosure: (a) by U.S. mail, certified with a return receipt requested; (b) to the address stated in the Association's Notice of Non-judicial Foreclosure and Right to Demand Judicial Foreclosure under Subsection (4); and (c) within fifteen (15) days after the date of the postmark on the envelope of the Association's Notice of Non-judicial Foreclosure and Right to Demand Judicial Foreclosure.

⁴ No redemption period. A notice of default is prepared and recorded. The Owner has 90 days to cure the default or the Unit may be sold by the Trustee. The notice of sale usually takes 30+ days. A non-judicial foreclosure takes approximately 120 days.

⁵ Error! Main Document Only.NOTICE OF NONJUDICIAL FORECLOSURE AND RIGHT TO DEMAND JUDICIAL FORECLOSURE

The (insert the name of the association of unit owners), the association for the project in which your unit is located, intends to foreclose upon your unit and allocated interest in the common areas and facilities using a procedure that will not require it to file a lawsuit or involve a court. This procedure is being followed in order to enforce the association's lien against your unit and to collect the amount of an unpaid assessment against your unit, together with any applicable late fees and the costs, including attorney fees, associated with the foreclosure proceeding. Alternatively, you have the right to demand that a foreclosure of your property be conducted in a lawsuit with the oversight of a judge. If you make this demand and the association prevails in the lawsuit, the costs and attorney fees associated with the lawsuit will likely be significantly higher than if a lawsuit were not required, and you may be responsible for paying those costs and attorney fees. If you want to make this demand, you must state in writing that "I demand a judicial foreclosure proceeding upon my unit", or words substantially to that effect. You must send this written demand by first class and certified U.S. mail, return receipt requested, within fifteen (15) days after the date of the postmark on the envelope in which this notice was mailed to you. The address to which you must mail your demand is (insert the address of the association of unit owners for receipt of a demand).

- (f) The Association must follow the provisions of the law applicable to the non-judicial foreclosure of deeds of trust.
- 5. Article X of the Declaration is hereby deleted in its entirety and the following language is substituted in lieu thereof:

10.01. Insurance.

- (a) <u>Generally</u>. The Association must maintain the following insurance coverage, at least to the extent it is reasonably available:
- (1) Property insurance on ALL structures, including ALL Common Area and Facilities, and Units; and
 - (2) Public liability insurance.
- If any provision of this Section is held to be (a) inconsistent, incongruent or in conflict with the insurance requirements as set forth in the Act or (b) illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. This Section will be construed and enforced as if the (a) inconsistent, incongruent or in conflict with the insurance requirements as set forth in the Act or (b) illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions of this Section 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 Section. Furthermore, in lieu of each such (a) inconsistent, incongruent or in conflict with the insurance requirements as set forth in the Act or (b) illegal, invalid, or unenforceable provision, there will be added automatically, as a part of this Section, a provision as similar in terms to such (a) inconsistent, incongruent or in conflict with the insurance requirements as set forth in the Act or (b) illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.
- (b) <u>Denial or Cancellation of Coverage</u>. If property or liability insurance is not reasonably available, then fair and reasonable notice must be given to the owners within seven (7) days.
- (c) <u>Additional Coverage</u>. The Association may purchase additional or greater coverage.⁶

- (d). <u>Property Insurance</u>. The Property Insurance coverage must include:
 - (1) All common area; and
- (2) The Unit, including ALL fixtures, floor coverings, wall coverings, cabinets, heating and plumbing fixtures, windows, any (other) item permanently attached.⁷
- (3) The Property Insurance must be for at least 100% of the FULL replacement cost of the item at the time insurance is purchased and at the renewal date.
- (4) The Association is not obligated to insure detached Units; that is, a Unit if the Unit is **NOT** physically attached to another Unit or to an above-ground structure that is part of the Common Area.
- (5) When a claim is covered by the Association's Property Insurance AND the Unit Owner's Property Insurance, the Association's Property Insurance is considered PRIMARY. The Unit Owner's insurance may apply to the deductible.
- (6) If a Unit Owner makes a claim on the Association's Property Insurance policy, then the Owner is responsible for the deductible.
- (7) If two (2) or more Unit Owner's make a claim arising out of a single event, then each Owner is responsible for payment of his or her portion of the deductible based upon his or her percentage of the loss.
- (8) If a Unit Owner fails to pay his or her share of the loss/deductible, then the Association may assess an assessment against the Owner/Unit, and file a lien against the Unit to secure payment.
- (9) For each such claim the Association must set aside the amount of the deductible or \$10,000.
- (10) Also, the Association must give notice to ALL Unit Owners of (a) the amount of the deductible and (b) their obligation to pay the Association's deductible if a claim is filed, and (c) provide follow-up notice of any change to the amount of the deductible.

⁷ The tongue and cheek rule of thumb is can it be removed in 10 minutes with a screw driver and pliers without damaging the structure.

- (11) THE ASSOCIATION IS NOT OBLIGATED TO SUBMIT A CLAIM TO ITS PROPERTY INSURANCE CARRIER IF THE GOVERNING BOARD OF TRUSTEES DETERMINES THAT IN ITS REASONABLE BUSINESS JUDGMENT THE AMOUNT OF THE CLAIM IS UNLIKELY TO EXCEED THE INSURANCE DEDUCTIBLE AND, IF SO, THE UNIT OWNER'S INSURANCE POLICY PROVIDES THE PRIMARY COVERAGE, OR IF THE UNIT OWNER IS UNINSURED, THEN HE OR SHE WILL BE LIABLE FOR THE LOSS UP TO THE AMOUNT OF THE DEDUCTIBLE.
- (12) When the Association receives insurance proceeds from its Property Insurance carrier, the association receives the insurance proceeds in trust for the Owner(s) and the Association.

(e) Liability Insurance.

- (1) The Association must obtain public liability insurance.
- (2) The Association may purchase more public liability insurance than is required by the governing documents.
- (3) Each Unit Owner is considered an "insured" under the public liability policy purchased by the Association
- (f) The Project is not located in an area identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. In the event that at some future time the Project should be declared to be in such a flood area, the Association shall at that time obtain and maintain at all times a blanket policy of flood insurance that meets the then existing VA, FHA or FHLMC/FNMA flood insurance requirements for similar condominium projects. Such policy shall contain the standard mortgagee clause customarily used in the area in which the Project is located and provided that any proceeds shall be paid to the Association for the use and benefit of mortgagees and their interest may appear.
- 6. Article XIV of the Declaration is hereby amended to add the following new Sections:
 - 14.11 Material amendments or extraordinary actions must be approved by Owners entitled to cast at least sixty-seven percent (67%) of (a) the Total Votes in the Association and (b) Eligible Mortgagees.

Notwithstanding the foregoing, the undersigned hereby reserves the unilateral right to make changes or revisions to comply with the requirements of the Utah State Department of Real Estate (or similar agency), VA, FHA, FHLMC, FNMA or other similar federal agency.

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- (a) A material amendment includes adding, deleting, or modifying any provision regarding the following:
 - (1) Assessment basis or assessment liens;
- (2) Any method of imposing or determining any charges to be levied against individual unit owners;
- (3) Reserves for maintenance, repair, or replacement of common area improvements;
 - (4) Maintenance obligations;
 - (5) Allocation of rights to use common areas;
- (6) Any scheme of regulation or enforcement of standards for maintenance, architectural design, or exterior appearance of improvements on units;
 - (7) Reduction of insurance requirements;
 - (8) Restoration or repair of common area improvements;
- (9) The addition, annexation, or withdrawal of land to or from the project;
 - (10) Voting rights;
 - (11) Restrictions affecting leasing or selling of a unit; or
- (12) Any provision which is for the express benefit of mortgagees.
- (b) An extraordinary action includes:
- (1) Merging or consolidating the association (other than with another non-profit entity formed for purposes similar to the subject association);

- (2) Determining not to require professional management if that management has been required by the association documents, a majority of eligible mortgagees, or a majority vote of Owners;
- (3) Expanding the association to include land not previously described as additional land, which increases the overall land area of the project or number of units by more than 10 percent;
- (4) Abandoning, partitioning, encumbering, mortgaging, conveying, selling, or otherwise transferring or relocating the boundaries of common areas (except for (i) granting easements which are not inconsistent with or which do not interfere with the intended common area use; (ii) dedicating common area as required by a public authority; (iii) limited boundary-line adjustments made in accordance with the provisions of the declaration; or (iv) transferring common area pursuant to a merger or consolidation with a non-profit entity formed for purposes similar to the subject association);
- (5) Using insurance proceeds for purposes other than construction or repair of the insured improvements; or
- (6) Making capital expenditures (other than for repair or replacement of existing improvements) during any period of 12 consecutive months costing more than 20 percent of the annual operating budget).
- 14.12 The Association must provide a copy of all proposed amendments and recorded amendments to VA (and other government lenders, insurers or guarantors who have a security interest in a Unit) and the Association may not make any material amendments or take any extraordinary actions as described herein without the prior written approval of VA (and other government lenders, insurers or guarantors who have a security interest in a Unit). The approval rights are granted only to those mortgagees who have provided notice to the Board of Trustees of their interest and requested all rights under the governing documents "eligible mortgagees." Rights granted to eligible mortgagees should include the following:
- (a) Right to inspect association documents and records on the same terms as the members;
- (b) Notice of all material amendments to the association documents;
- (c) Notice of any extraordinary actions of the association;

- (d) Notice of any property loss, condemnation, or eminent domain proceeding affecting the common areas resulting in losses greater than 10 percent of the annual budget, or any unit insured by the association in which the mortgagee has an interest;
- (e) Notice of any termination, lapse, or material modification of an insurance policy held by the association;
- (f) Notice of any default by an owner of a unit subject to a mortgage held by the eligible mortgagee in paying assessments or charges to the association which remains uncured for 60 consecutive days;
- (g) Notice of any proposal to terminate the declaration or dissolve the association at least 30 days before any action is taken;
- (h) Right of a majority of eligible mortgagees to demand professional management; and
- (i) Right of a majority of the eligible mortgagees to demand an audit of the association's financial records.
- 14.13 <u>Consent Required</u>. Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees. If proper notice is given to a Mortgagee or other creditor, then a legal presumption is created that the Mortgagee and/or creditor consented, absent the delivery of a written objection.
- 14.14 <u>Prohibited Actions</u>. The following restrictions are expressly prohibited anything to the contrary notwithstanding:
 - (a) Right of first refusal;
- (b) Right of prior approval of either a prospective purchaser or tenant;
- (c) Leasing restrictions which amount to unreasonable restrictions on use and occupancy of a Unit;
- (d) Any minimum lease term in excess of one (1) year; or
- (e) Any restriction which would disqualify a Unit or the Project from obtaining or maintaining certification and/or financing from VA, FHA, FHLMC, FNMA or other similar federal agency.

- 7. Article XV of the Declaration is hereby amended to add the following new Section:
 - 15.03 Enforcement. The Board of Trustees may exercise its business judgment in deciding whether to impose sanctions or pursue legal action against violators and shall consider common concerns when taking or deciding not to take formal action, such as a weak legal position, conflict with current law, technical violations, minor or collateral issue, and whether or not it is in Association's best interests to pursue the matter and, if so, to what extent.
- 8. Article XVI of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof:

16.05 Amendment. This Declaration may be amended:

- (a) If Owners holding at least two-thirds (2/3) of the Total Votes of the Association consent and agree to such amendment by instruments which are duly recorded in the office of the County Recorder of Salt Lake County, Utah; and
- The Board of Trustees is hereby granted the right, power and authority to amend all or any part of the Declaration to such extent and with such language as may be requested by the Utah State Department of Real Estate (or similar agency), VA, FHA, FHLMC, FNMA or other federal agency who requests such an amendment as a condition precedent to such agency's approval of this Declaration or approval of the sale of Units, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Unit, or any portions thereof. Any such amendment shall be effected by the recordation by the Association of an Amendment duly signed by the President, specifying the federal, state or local governmental agency or the federally chartered lending institution requesting the amendment and setting forth the amendatory language requested by such agency or institution. Recordation of such an Amendment shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Amendment, when recorded, shall be binding upon all Units and all persons having an interest therein.
- 9. Article III, Section 3.04 of the Bylaws is hereby amended to add the following provision:

Owners shall be given advance notice of meetings of members to approve a material amendment or an extraordinary action of at least twenty-five (25) days.

- 10. This amendment affects that certain real property described in Exhibit "A" attached hereto and incorporated herein by this reference.
- 11. In the event of any conflict, inconsistency or incongruity between the provisions of the Declaration and the provisions of this Amendment, the latter shall in all respects govern and control.
- 12. If any provision of this Amendment is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will 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.
- 13. The effective date of this Amendment shall be the date on which said instruments are filed for record in the Office of the County Recorder of Salt Lake County, Utah.

Dated the day of August, 2011.

DECLARANT:

VICTORIA MEADOWS CONDOMINIUMS OWNERS ASSOCIATION

Name: Brian Linton

Title: President

ACKNOWLEDGMENT

STATE OF UTAH)
	SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this \(\frac{1}{2} \) day August, 2011 by Brian Linton, the President of VICTORIA MEADOWS CONDOMINIUMS OWNERS ASSOCIATION., a Utah corporation, and said Brian Linton duly acknowledged to me that said VICTORIA MEADOWS CONDOMINIUMS OWNERS ASSOCIATION. executed the same.

NOTARY PUBLIC

NOTARY PUBLIC
RICHARD PETERSON
608121
Commission Expires
April 5, 2015
STATE OF UTAH

EXHIBIT "A" LEGAL DESCRIPTION

The Property referred to in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

BEGINNING AT A POINT 338.68 FEET WEST AND 1,239.50 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 40° 04' WEST 110.41 FEET; THENCE WEST 188.55 FEET TO AN EXISTING NORTH-SOUTH FENCE LINE; THENCE NORTH 0° 06' 53" EAST ALONG SAID FENCE LINE 165.00 FEET; THENCE EAST 112.97 FEET; THENCE SOUTH 80.50 FEET; THENCE EAST 146.32 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A-1" LEGAL DESCRIPTION

AREA	22-27-483-001
7614S	22-27-483-002
7616S	22-27-483-003
7618S	22-27-483-004
7620S	22-27-483-005
7622S	22-27-483-006
7624S	22-27-483-007

THIS WRITTEN BALLOT IS SOLICITED ON BEHALF OF THE BOARD OF TRUSTEES

The undersigned Owner hereby votes as follows:

Iam	in	favor	of the	proposed	amendments	to the	Declaration	and Rylaws.
ı am	TER	IAVOR	or me	proposcu	amenuments	to me	Deciaration	anu Dylaws.

Ye No

Date: August 🔀 , 2011

Date: August 🔀 , 2011

Signature of Owner

Signature of Owner if joint homeowner

Tiente Billion

Exact Name(s) of Owner(s)

Please Print

Unit No. 7614

OWNERS SHOULD SIGN AND RETURN THIS WRITTEN BALLOT PROMPTLY TO:

Sarah Linton

7622 South 2700 East

¹ A corporation is requested to sign its name by its president or other authorized officer, with the office held designated. If a unit is owned jointly, each owner should sign. Executors, Directors and other fiduciaries should so indicate when signing.

THIS WRITTEN BALLOT IS SOLICITED ON BEHALF OF THE BOARD OF TRUSTEES

The undersigned Owner hereby votes as follows:

am in favor of the	proposed amendments to	the Declaration and Bylaws:
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[X] Yes

Date: August 3, 2011

Date: August <u>\(\frac{\frac{1}{2}}{2} \), 2011</u>

Signature of Owner

Signature of Owner if joint homeowner

Evert None (2) of Control

Please Print

Unit No. 746

OWNERS SHOULD SIGN AND RETURN THIS WRITTEN BALLOT PROMPTLY TO:

Sarah Linton

7622 South 2700 East

¹ A corporation is requested to sign its name by its president or other authorized officer, with the office held designated. If a unit is owned jointly, each owner should sign. Executors, Directors and other fiduciaries should so indicate when signing.

THIS WRITTEN BALLOT IS SOLICITED ON BEHALF OF THE BOARD OF TRUSTEES

The undersigned Owner hereby votes as follows:

l am ir	ı favor o	f the pr	posed a	mendments	to the	Declaration	and Bylaws:
		r one pro	abassa e	шсиошена	to the	Deciaration	and Damay.

Yes

Date: August ____, 2011

Date: August 9, 2011

Signature of Owner

Signature of Owner if joint homeowner

PICHARD H. BUTZ

SHAPON M. TAUBE

Exact Name(s) of Owner(s)

Please Print

Unit No. 7618

OWNERS SHOULD SIGN AND RETURN THIS WRITTEN BALLOT PROMPTLY TO:

Sarah Linton

7622 South 2700 East

¹ A corporation is requested to sign its name by its president or other authorized officer, with the office held designated. If a unit is owned jointly, each owner should sign. Executors, Directors and other fiduciaries should so indicate when signing.

THIS WRITTEN BALLOT IS SOLICITED ON BEHALF OF THE BOARD OF TRUSTEES

The undersigned Owner hereby votes as follows:

l am in favo	or of the proposed	amendments to the	Declaration and Bylaws:

[X] Ye

Date: August 7, 2011

Date: August <u>7</u>, 2011

Signature of Owner

Signature of Owner if joint homeowner

Brian Linton

Exact Name(s) of Owner(s)

Please Print

Unit No. 7622

OWNERS SHOULD SIGN AND RETURN THIS WRITTEN BALLOT PROMPTLY TO:

Sarah Linton

7622 South 2700 East

A corporation is requested to sign its name by its president or other authorized officer, with the office held designated. If a unit is owned jointly, each owner should sign. Executors, Directors and other fiduciaries should so indicate when signing.

THIS WRITTEN BALLOT IS SOLICITED ON BEHALF OF THE BOARD OF TRUSTEES

The undersigned Owner hereby votes as follows:

I am in :	favor of	the pro	posed	amendments	to the	Declaration	and Bylaws:
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Yes

Date: August _____, 2011

Date: August ____, 2011

Signature of Owner

Signature of Owner if joint homeowner

PICHARD H. BUTZ

SHARON M. TAUBE

Exact Name(s) of Owner(s)

Please Print

Unit No. 7624

OWNERS SHOULD SIGN AND RETURN THIS WRITTEN BALLOT PROMPTLY TO:

Sarah Linton

7622 South 2700 East

¹ A corporation is requested to sign its name by its president or other authorized officer, with the office held designated. If a unit is owned jointly, each owner should sign. Executors, Directors and other fiduciaries should so indicate when signing.