

23 - 154

**Second Amendment to Declaration of Condominium  
For Terrace Falls Condominium. Original Declaration  
Recorded Nov. 19, 1985.**

**Relates to VTTU Nos. 09-031-340-002-0000 thru 09-31-340-  
081-0000 Inclusively.**

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06/12/2007 11:22 AM \$208.00  
Book - 9476 Pg - 9139-9161  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
VERNON R RICE  
171 THIRD AVE #513  
SLC UT 84103  
BY: ZJM, DEPUTY - WI 23 P.

**SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM**  
**FOR TERRACE FALLS CONDOMINIUM**

Pursuant to the provisions of Section 14.04 of the Declaration of Condominium for TERRACE FALLS CONDOMINIUMS ("Declaration") the Declaration is hereby amended by the undersigned, being the owners of fifty one percent (51%) of the Unit Owners ("Owners") of the units in the TERRACE FALLS CONDOMINIUM ("Condominium") as follows:

1. Sections 1.05 and subsections (a) and (d) thereunder of Article I of the Declaration are hereby amended to provide as follows:

1.05. Limited Common Areas and Facilities. The "Limited Common Areas and Facilities" shall mean and refer to the balconies or patios appertaining to certain Units, owners parking stalls and storage lockers, all as described on the Survey Map and this Amendment to the Declaration.

(a) Each Owner of a Unit is hereby granted the exclusive right to use and occupy the Limited Common areas and Facilities reserved exclusively for the use of his Unit as defined and described by the Survey Map and this Amendment to this Declaration. The Limited Commons Areas and Facilities appurtenant to any given Unit consist of one full sized parking stall, one storage locker and other parking spaces as designated in Section 14.13 of this Amendment. The numbers of the parking space(s) and storage lockers assigned shall be clearly shown on the walls of the parking spaces and attached to the storage lockers at the time of execution of this Amendment.

(d) The exclusive right to use and occupy each Limited Common Area including storage lockers and parking stalls shall be appurtenant to and shall pass with the title to the Unit to which it is assigned. Each Unit Owner shall have the right to convey exclusive rights to any parking stall or storage locker assigned to said Owner's Unit; provided, however, that each Unit Owner must retain exclusive rights to at least one parking stall and one storage locker per each Unit owned. Any member conveying rights

to a parking space or storage locker must do so by deed, duly recorded, and promptly notify the management committee so that Section 14.13 is kept current.

2. Section 1.15 and subparagraph (a) of Article I of the Declaration are hereby amended to provide as follows:

1.15. Unit. The "Unit" shall mean and refer to one of the Condominium home units to be contained within the Project comprising one of the respective parts of the Project which is designated as such on the Survey Map and which is intended to be and is legally capable of being independently owned, encumbered and/or conveyed. Each Unit, along with appurtenant balconies, decks and patios, is also designated by number and square footage area as set forth on the Survey Map and on Exhibit "B" and incorporated herein by this reference .

(a) The boundary lines of each Unit are the undecorated and/or unfinished interior surfaces of its perimeter walls, bearing walls, lowermost floor, uppermost ceiling, all window panes, interior surfaces of doors, window frames and door frames and trim. Each Unit shall include both the portions of the building that are not Common Areas and Facilities within such boundary lines and the space so encompassed. Without limitation, a Unit shall include any finishing material applied or affixed to the interior surfaces of the interior walls, floors, and ceilings, non-supporting interior walls and all utility pipes, lines, systems, fixtures, or appliances found within the boundary lines of the Unit and servicing only that Unit. The boundaries so described are intended to be consistent with Chapter 8, Section 57-8-7.2 of the Utah Code Annotated, 2005 Supplement.

3. Section 3.06 of Article III of the Declaration is hereby amended to provide as follows:

3.06. No Liability. Members of the Management Committee, the officers and any assistant officers, agents, and employees of the Association (i) shall not

be liable to the Unit Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or gross negligence; (ii) shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, instrument, or transaction entered into by them on behalf of the Association in their capacity as such; (iii) shall have no personal liability in tort to any Unit Owner or any person or entity, direct or imputed, by virtue of acts performed by them, or acts performed for them in their capacity as such; and (iv) shall have no personal liability arising out of the use, misuse, or condition of the property, which might in any way be assessed against or imputed to them as a result or by virtue of their capacity as such.

4. There is hereby made, executed, published and declared the following as Section 3.07 under Article III of the Declaration:

3.07 Indemnification. The Unit Owners shall indemnify and hold harmless, any person, his heirs and personal representatives, from and against all personal liability and all expenses including counsel fees, incurred or imposed, or arising out of or in settlement of any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative, instituted by any one or more Unit Owners, or any other persons or entities, to which he shall be or shall be threatened to be made a party by reason of the fact that he is or was a member of the Management Committee or an officer or assistant officer, agent or employee of the Association, other than to the extent, if any, that such liability or expense shall be attributable to his willful misconduct or bad faith.

5. Section 14.13 under Article XIV of the Declaration is deleted and there is hereby made, executed, published and declared the following as a new Section 14.13:

14.13. Parking Spaces and Storage Locker Assignments. The following are hereby declared the parking and storage facilities assigned to each Owner's Unit:

Those parking spaces and storage lockers shown on the attached "New Section 14.13 of Terrace Falls Declaration Parking Spaces and Storage Locker Assignments".

6. There is hereby made, executed, published and declared an additional section numbered as Section 14.14 as follows:

14.14. Effective Date. The effective date of the Declaration was and shall remain the date the Declaration was recorded in the records of the Salt Lake County Recorder, to wit, December 13, 1985. The effective date of this Second Amendment shall be the date it is recorded in the records of the Salt Lake County, Utah Recorder.

IN WITNESS WHEREOF this Amendment is signed and acknowledged by the following Unit Owners:

LBH/beh  
J:\LBH\corp\rice.vern.terrace.falls.dec.condo.amend.doc  
N-8392.1

**New Section 14.13  
Terrace Falls Declaration  
Parking Space and Storage Locker Assignments**

Condo. Unit No.	PARKING		STORAGE	
	Stall Number	Parking Level	Locker Number	Floor Level
101	1	One	2	1 Garage West
101	12	One		
102	14	One	3	1 Garage West
102	64	Two		
103	13	One	7	1 Garage East
103	21	One		
104	15	One	4	1 Garage East
201	7	One	32	5 Hall
202	18	One	35	5 Hall
203	16	One	38	5 Hall
204	10	One	41	5 Hall
204	11	One		
205	17	One	77	5 Hall
206	96	Three	11	3 Hall
301	6	One	31	5 Hall
301	114	Three		
302	8	One	48	5 Hall
303	19	One	37	5 Hall
304	5	One	40	5 Hall
304	48	Two		
305	20	Two	78	5 Hall
305	123	Three		
306	65	Two	73	5 Hall
307	106	Three	20	3 Garage
308	97	Three	17	3 Garage
309	107	Three	18	3 Garage
309	108	Three		
310	109	Three	19	3 Garage
310	110	Three		
401	4	One	33	5 Hall
401	137	Four		
402	2	One	1	1 Garage West
402	3	One		
403	77	Two	42	5 Hall
403	78	Two		
404	124	Four	10	3 Hall
404	125	Four		
405	138	Four	72	5 Hall
405	139	Four		
406	127	Four	74	5 Hall
406	128	Four		
407	132	Four	23	4 Garage
407	133	Four		
408	129	Four	29	4 Garage
408	130	Four		
409	126	Four	24	4 Garage
410	134	Four	28	4 Garage
410	135	Four		
411	136	Four	25	4 Garage

Condo. Unit No.	PARKING		STORAGE	
	Stall Number	Parking Level	Locker Number	Floor Level
412	131	Four	34	5 Hall
413	140	Four	27	4 Garage
413	141	Four		
501	49	Two	45	5 Hall
502	52	Two	8	3 Hall
502	53	Two		
503	50	Two	36	5 Hall
503	51	Two		
504	80	Three	39	5 Hall
504	81	Three		
505	82	Three	79	5 Hall
505	83	Three		
506	87	Three	44	5 Hall
506	88	Three		
507	118	Three	75	5 Hall
507	119	Three		
508	89	Three	30	5 Hall
509	61	Two	55	5 Hall
509	62	Two		
510	100	Three	64	5 Hall
510	101	Three		
511	68	Two	53	5 Hall
511	95	Three		
512	111	Three	65	5 Hall
512	112	Three		
513	104	Three	54	5 Hall
513	105	Three		
514	99	Three	66	5 Hall
515	149	Four	67	5 Hall
515	150	Four		
601	84	Three	12	3 Hall
602	56	Two	13	3 Hall
602	79	Two		
603	54	Two	14	3 Hall
603	55	Two		
604	22	One	15	3 Hall
604	23	One		
605	85	Three	80	5 Hall
605	86	Three		
606	122	Three	76	5 Hall
607	120	Three	9	3 Hall
607	121	Three		
608	93	Three	43	5 Hall
608	94	Three		
609	91	Three	56	5 Hall
609	92	Three		
610	63	Two	21	3 Garage
610	67	Two		
611	102	Three	22	3 Garage

**New Section 14.13  
Terrace Falls Declaration  
Parking Space and Storage Locker Assignments**

Condo. Unit No.	PARKING		STORAGE	
	Stall Number	Parking Level	Locker Number	Floor Level
611	103	Three		
612	117	Three	47	5 Hall
613	58	Two	57	5 Hall
614	115	Three	46	5 Hall
614	116	Three		
615	69	Two	58	5 Hall
701	24	One	5	1 Garage East
701	25	One		
702	26	One	6	1 Garage East
702	27	One		
703	147	Four	51	5 Hall
703	148	Four		
704	151	Four	50	5 Hall
704	152	Four		
705	75	Two	68	5 Hall
705	76	Two		
706	113	Three	49	5 Hall
707	57	Two	69	5 Hall
708	59	Two	71	5 Hall
708	60	Two		
709	72	Two	59	5 Hall
710	90	Three	70	5 Hall
711	70	Two	60	5 Hall
711	71	Two		
712	66	Two	61	5 Hall
713	142	Four	62	5 Hall
713	143	Four		
714	73	Two	63	5 Hall
714	74	Two		
715	144	Four	16	3 Garage
715	145	Four		
715	146	Four		
801	98	Three	52	5 Hall
801	155	Four		
802	153	Four	26	4 Garage
802	154	Four		

**New Section 14.13  
Terrace Falls Declaration  
Parking Space and Storage Locker Assignments**

Condo. Unit No.	PARKING		STORAGE	
	Stall Number	Parking Level	Locker Number	Floor Level
611	103	Three		
612	117	Three	47	5 Hall
613	58	Two	57	5 Hall
614	115	Three	46	5 Hall
614	116	Three		
615	69	Two	58	5 Hall
701	24	One	5	1 Garage East
701	25	One		
702	26	One	6	1 Garage East
702	27	One		
703	147	Four	51	5 Hall
703	148	Four		
704	151	Four	50	5 Hall
704	152	Four		
705	75	Two	68	5 Hall
705	76	Two		
706	113	Three	49	5 Hall
707	57	Two	69	5 Hall
708	59	Two	71	5 Hall
708	60	Two		
709	72	Two	59	5 Hall
710	90	Three	70	5 Hall
711	70	Two	60	5 Hall
711	71	Two		
712	66	Two	61	5 Hall
713	142	Four	62	5 Hall
713	143	Four		
714	73	Two	63	5 Hall
714	74	Two		
715	144	Four	16	3 Garage
715	145	Four		
715	146	Four		
801	98	Three	52	5 Hall
801	155	Four		
802	153	Four	26	4 Garage
802	154	Four		



Record owners of the  
VTTU numbered properties:

GMFA LIMITED LIABILITY COMPANY

June 5, 2007  
Date

By [Signature]  
Member Manager  
VTTU No. 09-031-340-002-0000

6/6/07  
Date

Kerry D. Adams  
Teresa C. Adams  
Teresa C. Adams  
VTTU No. 09-31-340-003-0000

6-6-07  
Date

[Signature]  
Robert G. West

          
Date

Carol D. West  
VTTU No. 09-31-340-004-0000

6/6/07  
Date

Kathryn J. Montgomery  
VTTU No. 09-31-340-005-0000

Sylvan Alcibes  
Sylvan Alcibes <sup>9a</sup>

6/6/07  
Date

Anita V. Alcibes  
VTTU No. 09-31-340-006-0000

6-6-07  
Date

Richard D. Shea  
Richard D. Shea, Trustee

          
Date

deceased  
Nondus B. Shea, Trustee  
VTTU No. 09-31-340-007-0000

6/6/07  
Date

Dixie M. Snow  
Dixie M. Snow, Trustee

Date \_\_\_\_\_ Dixie S. Huefner, Trustee  
VTTU No. 09-31-340-008-0000

6-6-07  
Date \_\_\_\_\_ Ruth T. Petersen  
Ruth T. Petersen, Trustee  
VTTU No. 09-31-340-009-0000

WILDROSE PROPERTIES, LLC

By \_\_\_\_\_  
Date \_\_\_\_\_ Member/Manager  
VTTU No. 09-31-340-010-0000

6/06/2007  
Date \_\_\_\_\_ Marion S. Wittwer  
Marion S. Wittwer

6/06/2007  
Date \_\_\_\_\_ Andrey H. Wittwer  
Andrey H. Wittwer  
VTTU No. 09-31-340-011-0000

6/06/2007  
Date \_\_\_\_\_ John H. Walton  
John H. Walton

6/06/2007  
Date \_\_\_\_\_ Ruth H. Walton  
Ruth H. Walton  
VTTU No. 09-31-340-012-0000

6/6/07  
Date \_\_\_\_\_ Laura M. Green  
Laura M. Green  
VTTU No. 09-31-340-013-0000

6-6-07  
Date \_\_\_\_\_ Myron W. Horne  
Myron W. Horne

6-6-07  
Date \_\_\_\_\_ Pat B Horne  
Patricia B. Horne  
VTTU No. 09-31-340-014-0000

\_\_\_\_\_ deceased  
Date \_\_\_\_\_ John E. Griffith, Trustee

6/6/2007  
Date \_\_\_\_\_ Jean D. Griffith  
Jean D. Griffith, Trustee  
VTTU No. 09-31-340-015-0000

Date \_\_\_\_\_ LaDawn Toone, Trustee

Date \_\_\_\_\_ Keith W. Toone  
VTTU No. 09-31-340-016-0000

Date \_\_\_\_\_ Anna S. Pappas, Trustee  
VTTU No. 09-31-340-017-0000

6-6-07

*A.M. Shaw*

Date \_\_\_\_\_ Merrill G. Shaw, Trustee

6-6-07

*Donna M. Shaw*

Date \_\_\_\_\_ Donna M. Shaw, Trustee  
VTTU No. 09-31-340-018-0000

Date \_\_\_\_\_ James C. Low, Trustee

6/6/07

*James C. Low POA*

Date \_\_\_\_\_ Betty G. Low, Trustee  
VTTU No. 09-31-340-019-0000

6/6/07

*Betty G. Low*

Date \_\_\_\_\_ Veigh J. Nielson, et al  
VTTU No. 09-31-340-020-0000

6/06/07

*Veigh J. Nielson Janet M. Nielson*

B&H HOLDINGS, LTD

Date \_\_\_\_\_ By *William W. Halls*  
William W. Halls, Manager/Member  
VTTU No. 09-31-340-021-0000

6/5/07

Date \_\_\_\_\_ Harold C. Bowers II, Trustee  
VTTU No. 09-31-340-022-0000

Date \_\_\_\_\_ *Ivan L. Dyreng*  
Ivan L. Dyreng

6 June 2007

Date \_\_\_\_\_ Elaine B. Dyreng  
VTTU No. 09-31-340-023-0000

Date \_\_\_\_\_ *deceased*  
Alan H. Roe  
VTTU No. 09-31-340-024-0000

Date \_\_\_\_\_ *deceased*  
Howard L. Naylor

Date 06-6-07 \_\_\_\_\_ *Elaine T. Naylor*  
Elaine T. Naylor  
VTTU No. 09-31-340-025-0000

Date 06-6-07 \_\_\_\_\_ *Ralph L. Strong*  
Ralph L. Strong, Trustee

Date 06-6-07 \_\_\_\_\_ *Donna Strong*  
Donna W. Strong, Trustee  
VTTU No. 09-31-340-026-0000

Date 6-6-07 \_\_\_\_\_ *John Sonnenberg*  
John Sonnenberg, Trustee

Date 6-6-07 \_\_\_\_\_ *Joyce C. Sonnenberg*  
Joyce C. Sonnenberg, Trustee  
VTTU No. 09-31-340-027-0000

Date 6-6-07 \_\_\_\_\_ *Stanley R. Renshaw*  
Stanley R. Renshaw

Date 6-6-07 \_\_\_\_\_ *Beth N. Renshaw*  
Beth N. Renshaw  
VTTU No. 09-31-340-028-0000

CORP OF PB OF CH JC OF LDS

Date \_\_\_\_\_ By \_\_\_\_\_  
Manager/Member  
VTTU No. 09-31-340-029-0000

\_\_\_\_\_  
Date

June 6, 2007  
Date

deceased

Blaine H. Lemmon, Trustee

Gladys R. Lemmon  
Gladys R. Lemmon  
VTTU No. 09-31-340-030-0000

\_\_\_\_\_  
Date

6-6-07

Frank T. Swallow June Swallow  
Frank T. Swallow, et al  
VTTU No. 09-31-340-031-0000

\_\_\_\_\_  
Date

6/6/2007

Jolayne R. Bowen  
Jolayne R. Bowen  
VTTU No. 09-31-340-032-0000

\_\_\_\_\_  
Date

Susan Keyes, Trustee

\_\_\_\_\_  
Date

James R. Sulat, Trustee  
VTTU No. 09-31-340-033-0000

\_\_\_\_\_  
Date

6/6/2007  
Date

Larry L. Kendrick  
Larry L. Kendrick, Trustee

\_\_\_\_\_  
Date

6-06-07  
Date

Myrtis N. Kendrick  
Myrtis L. N. Kendrick, Trustee  
VTTU No. 09-31-340-034-0000

NORTHSHORE FAMILY PARTNERSHIP

\_\_\_\_\_  
Date

By

\_\_\_\_\_  
Manager/Member  
VTTU No. 09-31-340-035-0000

\_\_\_\_\_  
Date

Richard C. Jensen, Trustee

\_\_\_\_\_  
Date

Valeen S. Jensen, Trustee  
VTTU No. 09-31-340-036-0000

6-6-07

6 M signia M. Emery

Date

Dan N. Reeve, Trustee

Date

Linda S. Reeve, Trustee  
VTTU No. 09-31-340-037-0000

Date

Kenneth W. Holt, Trustee

Date

Helen L. Holt, Trustee  
VTTU No. 09-31-340-038-0000

Date

06 June 07

Marvin Ludlow

Marvin Ludlow, Trustee

Date

06 June 07

Ruthe O. Ludlow

Ruthe O. Ludlow  
VTTU No. 09-31-340-039-0000

Date

6/6/07

Jeffrey R. Holland

Jeffrey R. Holland, Trustee

Date

6-6-07

Patricia T. Holland  
VTTU No. 09-31-340-040-0000

Date

Stanley D. Rees, Trustee

Date

6/6/07

Helen G. Rees

Helen G. Rees, Trustee  
VTTU No. 09-31-340-041-0000

Date

6-6-07

Archibald J. Milczarek

Archibald J. Milczarek, Trustee

Date

6-6-07

Marie A. Milczarek

Marie A. Milczarek, Trustee  
VTTU No. 09-31-340-042-0000

Date

June 7 2007

Donald D. Drage

Donald D. Drage

6-6-07

<sup>7</sup>  
R. W. Drage

Date

Rosalind W. Drage  
VTTU No. 09-31-340-043-0000

Date

deceased  
Roderick M. Nielson, Trustee

Date

Marian M. Nielson, Trustee  
VTTU No. 09-31-340-044-0000

Date June 6 2007

Ralph W. Moffat  
Ralph W. Moffat

Date June 6, 2007

Janice M. Moffat  
Janice M. Moffat  
VTTU No. 09-31-340-045-0000

CORP OF PB OF CH JC OF LDS

Date

By  
Manager/Member  
VTTU No. 09-31-340-046-0000

6-6-07

Vernon R. Rice  
Loretta Rice  
Vernon R. Rice, Trustee et al  
VTTU No. 09-31-340-047-0000

Date

Date 6/6/07

Layne C. Goodsell  
Layne C. Goodsell, Trustee  
LAYNE AND HELEN D. GOODSSELL  
TRUST

Date 6/6/07

Helen D. Goodsell  
Helen D. Goodsell, Trustee  
VTTU No. 09-31-340-048-0000

Date

Greg M. Gollaher (with proxy)  
Greg M. Gollaher

Date

Jill L. Gollaher  
VTTU No. 09-31-340-049-0000

Date June 7, 07

Thora Watson  
Thora B. Watson  
VTTU No. 09-31-340-050-0000

Date June 6, 2007 Maurine Guymon  
Maurine Guymon  
VTTU No. 09-31-340-051-0000

Date 6-June 2007 Christian F. Sanders  
Christian F. Sanders, Trustee et al  
VTTU No. 09-31-340-052-0000

Date \_\_\_\_\_ Larry S. Larkin, Trustee

Date \_\_\_\_\_ Marilyn A. Larkin, Trustee  
VTTU No. 09-31-340-053-0000

Date \_\_\_\_\_ deceased  
Chester Cannon, Trustee

Date \_\_\_\_\_ Dorothy Cannon, Trustee  
VTTU No. 09-31-340-054-0000

Date \_\_\_\_\_ Joy F. Evans  
c/o Katherine Orchard  
VTTU No. 09-31-340-055-0000

Date June 7, 2007 Karen L. Cox  
Karen L. Cox, Trustee  
VTTU No. 09-31-340-056-0000

Date June 7, 2007 Janet F. Romney  
Janet F. Romney, Trustee  
VTTU No. 09-31-340-057-0000

Date \_\_\_\_\_ Grant A. Jacobsen

Date \_\_\_\_\_ Jacqueline G. Jacobsen  
VTTU No. 09-31-340-058-0000



6-6-07 John Langeland  
Date John Langeland, Trustee  
VTTU No. 09-31-340-059-0000

\_\_\_\_\_  
Date Ruth D. Cannon, Trustee  
VTTU No. 09-31-340-060-0000

SOUTHWEST TRUST COMPANY;  
TRUSTEE (MWJ REV TRUST)

Melvin H. Jensen  
6-6-07

\_\_\_\_\_  
Date c/o Oklahoma National Bank, NA,  
Manager/Member  
VTTU No. 09-31-340-061-0000

June 6, 2007 Maurine B. Guymon  
Date Maurine B. Guymon  
VTTU No. 09-31-340-062-0000

3 Jun 2007 John W. Love  
Date John W. Love

6-6-07 Linda B. Love  
Date Linda B. Love  
VTTU No. 09-31-340-063-0000

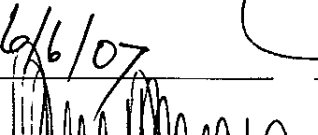
June 6, 2007 William B. Smart  
Date William B. Smart

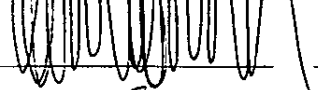
June 6, 2007 Donna T. Smart  
Date Donna T. Smart  
VTTU No. 09-31-340-064-0000

June 6, 2007 Donald L. Hoskin  
Date Donald L. Hoskin, Trustee

June 6, 2007 Donna L. Hoskin  
Date Donna L. Hoskin, Trustee  
VTTU No. 09-31-340-065-0000

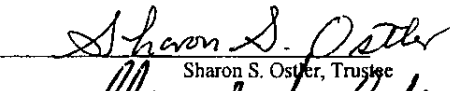
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Date \_\_\_\_\_  
  
Robert K. Clawson, Trustee  
VTTU No. 09-31-340-066-0000

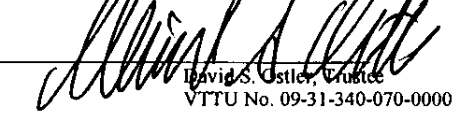
6/6/07  
Date \_\_\_\_\_  
  
Kreg H. Calder, et al  
VTTU No. 09-31-340-067-0000

6/3/07  
Date \_\_\_\_\_  
  
David A. Davidson, Trustee

6/3/07  
Date \_\_\_\_\_  
  
Karen E. Davidson, Trustee  
VTTU No. 09-31-340-068-0000

\_\_\_\_\_  
Date \_\_\_\_\_  
Shanna H. Pearson  
VTTU No. 09-31-340-069-0000

June 3, 2007  
Date \_\_\_\_\_  
  
Sharon S. Ostler, Trustee

June 3, 2007  
Date \_\_\_\_\_  
  
David S. Ostler, Trustee  
VTTU No. 09-31-340-070-0000

\_\_\_\_\_  
Date \_\_\_\_\_  
Cynthia A. Hunt  
VTTU No. 09-31-340-071-0000

June 6, 2007  
Date \_\_\_\_\_  
  
Bonnie B. Robinson, Trustee  
VTTU No. 09-31-340-072-0000

\_\_\_\_\_  
Date \_\_\_\_\_  
Clyde R. Clements

\_\_\_\_\_  
Date \_\_\_\_\_  
  
Lana A. Clements  
VTTU No. 09-31-340-073-0000

\_\_\_\_\_  
Date \_\_\_\_\_  
Clyde R. Clements

Date \_\_\_\_\_ deceased  
Lana A. Clements  
VTU No. 09-31-340-074-0000

Date 6/16/07 \_\_\_\_\_ Delos C. Jensen  
Delos C. Jensen

Date 6/06/07 \_\_\_\_\_ Jane B. Jensen  
Jane B. Jensen  
VTU No. 09-31-340-075-0000

Date \_\_\_\_\_ Lynda Eaton  
VTU No. 09-31-340-076-0000

Date June 7, 2007 \_\_\_\_\_ Barbara B. Smith  
Barbara B. Smith  
VTU No. 09-31-340-077-0000

Date June 7, 2007 \_\_\_\_\_ Chris Cannon  
Chris Cannon  
VTU No. 09-31-340-078-0000

Date \_\_\_\_\_ Mark H. Willes

Date \_\_\_\_\_ Laura F. Willes  
VTU No. 09-31-340-079-0000

FRAD, LLC

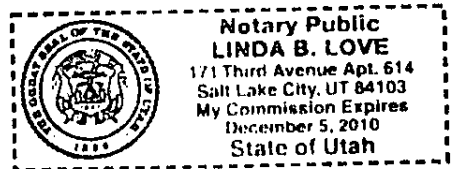
Date \_\_\_\_\_ By \_\_\_\_\_  
Manager/Member  
VTU No. 09-31-340-080-0000

Date \_\_\_\_\_ Dec Ann E. S. Alder, Trustee  
VTU No. 09-31-340-081-0000

STATE OF UTAH )  
County of Salt Lake )

:ss

*Witnessed by*  
*Laura B. Jones*  
*6/9/07*





**FIRST AMENDMENT TO BYLAWS OF**  
**TERRACE FALLS CONDOMINIUM OWNERS' ASSOCIATION**  
**A UTAH NONPROFIT CORPORATION**

Pursuant to the provisions of Section 9.02 of the Bylaws of TERRACE FALLS CONDOMINIUM OWNERS' ASSOCIATION ("Association") and the affirmative vote of more than two thirds (2/3) of the unit owners ("Owners") at meetings of the Owners duly called for the purpose of considering the following Amendment to the Bylaws of the Association, the Bylaws of the Association are hereby amended as follows:

1. Section 3.01 of Article 3 of the Bylaws of the Association is hereby deleted and there is hereby adopted a substitute Section 3.01 as follows:

3.01. Meetings.

(a) There shall be the following meetings held annually. A Budget Meeting shall be held in November of each year at 171 Third Avenue, Salt Lake City, Utah. The date of the meeting shall be set by the Management Committee and the time of the meeting shall be 7 pm unless notice is otherwise given by the Management Committee. Notice of said meeting shall be delivered to the Unit Owners not later than ten (10) days prior to the date fixed for the meeting. At or prior to the Budget Meeting, the Management Committee shall furnish to the Unit Owners for discussion at said Meeting: (i) an accounting of the budget for maintenance and upkeep of Common Area and Facilities as required by Article 6 hereof for the fiscal year to date, itemizing receipts, disbursements and reserves, (ii) a proposed budget containing itemization of estimated Common Area Maintenance and Service Assessments for maintenance, upkeep and reserves anticipated as necessary for the following fiscal year as prescribed by Article 6 hereof and (iii) the Unit Owners' proportionate share of the future year's budget. Within ten (10) days after the Annual Meeting, the budget and Common Area Maintenance and Service Assessments for the next fiscal year shall be delivered to all Unit Owners, said statements to reflect any changes made as a result of such meeting. During February of each year beginning in 2008, an Annual Meeting will be held at the time and location indicated

above. The date of the Annual Meeting shall be set by the Management Committee and notice of the meeting shall be delivered to Unit Owners at least ten (10) days prior to said meeting. The Management Committee shall provide each Unit Owner with financial statements for the complete previous fiscal year showing actual Common Area Maintenance and Facilities receipts, disbursements and reserves. In addition, any significant changes in the budget for the fiscal year in which the Annual Meeting is held from those set forth in the estimated budget submitted the previous November will be identified and discussed.

(b) At the Annual Meeting, Unit Owners shall also elect the appropriate number of members of the Management Committee as prescribed in Article 4.

2. Section 3.03 of Article 3 of the Bylaws of the Association is hereby deleted and there is hereby adopted a substitute Section 3.03 as follows:

3.03. Quorum. The presence by person or by proxy at any meeting of the Unit Owners holding at least forty percent (40%) ownership interest in the Project in response to notice properly given to all Unit Owners of record, as provided above, shall constitute a quorum. In the event that Unit Owners holding at least forty percent (40%) ownership interest in the Project are not present in person or by proxy, the meeting shall be adjourned until a date set by the presiding officer and any number of Unit Owners present at such subsequent meeting will constitute a quorum. Unless otherwise expressly provided in the Declaration or the Articles of Incorporation, any action may be taken at any meeting of the Unit Owners who are present in person or by proxy and who are voting.

3. Section 9.02 of Article 9 of the Bylaws of the Association is hereby amended to provide as follows:

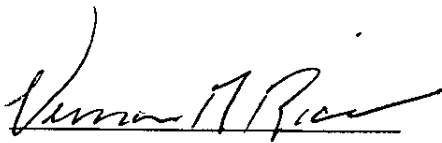
9.02. Amendment of Bylaws. These Bylaws may be amended by a fifty one percent (51%) affirmative vote of the Unit Owners at a meeting duly called for such

purpose. Upon such an affirmative vote, the Management Committee shall acknowledge the amended Bylaws, setting forth the fact of the required affirmative vote of the Unit Owners and the amendment shall be effective when signed by the President and attested by the Secretary of the Management Committee of the Association.

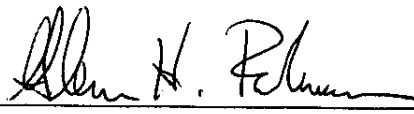
IN WITNESS WHEREOF the foregoing amendment is executed by the Management Committee of the Association this 9th day of June, 2007.

**THE MANAGEMENT COMMITTEE  
OF THE ASSOCIATION**

ATTEST:



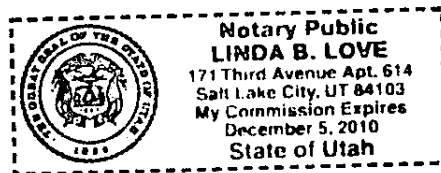
Secretary

By 

President

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*attested by  
Linda B Love  
June 9, 2007*



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