

11073402
11/12/2010 03:28 PM \$61.00
Book - 9878 Pg - 4063-4074
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
BENNETT TUELLER JOHNSON DEERE
BY: EAP, DEPUTY - WI 12 P.

When Recorded, Return To:

Sean A. Monson
BENNETT TUELLER JOHNSON & DEERE
3165 E. Millrock Drive, Suite 500
Salt Lake City, Utah 84121

12.29

**AMENDMENT TO DECLARATION OF CONDOMINIUM
OF WOODLAND HEIGHTS CONDOMINIUMS**

This AMENDMENT TO DECLARATION OF CONDOMINIUM OF WOODLAND HEIGHTS CONDOMINIUMS, hereinafter referred to as the "*Amendment*," is made this 12 day of November, 2010, by the Woodland Heights Condominium Association, a Utah nonprofit corporation, hereinafter referred to as the "*Association*."

RECITALS

A. The Declaration of Condominium of Woodland Heights Condominiums, hereinafter referred to as the "*Declaration*," was recorded on January 12, 1998 in the office of the Salt Lake County Recorder, in Salt Lake County, Utah, as Entry No. 6835781 in Book 7852 at Pages 1107-1154.

B. The legal description of the Woodland Heights Condominium in Salt Lake County, Utah is set forth in the attached Exhibit "A."

C. Unless otherwise specified, capitalized or defined terms in this Amendment shall have the meaning attributed to them in the Declaration.

D. Unless modified herein, the remaining portions of the Declaration shall remain in full force and effect.

E. Pursuant to Section 26 of the Declaration, by vote or approval of not less than seventy-five percent (75%) of the Total Votes of The Association, as defined in Section 2.0 of the Declaration, the Association voted and approved to amend the Declaration as follows:

Amendment to Section 9

Section 9 of the Declaration is amended by adding a new Section 9.g and Section 9.h which read as follows:

9.g. Limitation on Investor Ownership. No more than ten percent (10%) of the Units in the Condominium Project may be owned by any one individual or any one entity. For purposes of this Section 9.g, a person or entity owning more than 51% of the ownership interests in an entity

shall be considered the owner of that entity and the restrictions contained in this Section 9.g shall apply.

9.h. Limitation on Leasing. At any given time, no more than 12 of the 30 Units may be leased or rented by a Unit Owner to a third party. If a Unit Owner intends to lease a Unit to a third party, the Unit Owner must, prior to entering a lease agreement or permitting the tenant or lessee to occupy the Unit, contact the Management Committee, in writing, explaining the terms and conditions of the proposed leasing arrangement. The Management Committee shall review the proposal and, if it will not cause the number of leased Units to exceed 12 leased Units, approve the proposed leasing arrangement. If the proposed leasing arrangement shall cause the percentage of leased Units to exceed 12 leased Units, the Management Committee shall reject the proposed leasing arrangement and the Unit Owner shall not commence with the leasing arrangement or permit the proposed tenant or lessee to occupy the Unit. In the event that the Management Committee fails to respond to a leasing request by a Unit Owner within fourteen (14) days of receipt of the Unit Owners' request for review, the Management Committee will be deemed to have approved the request. Each and every Unit Owner hereby consents and authorizes the Management Committee to commence an unlawful detainer action and/or to commence an action seeking injunctive relief to remove any tenant or lessee occupying a Unit without approval of the Management Committee in accordance with this Section 9.h. In addition, any Unit Owner leasing or renting a Unit without approval of the Management Committee in accordance with this Section 9.h, shall pay double the amount of HOA fees incurred during the period that the Unit is leased or rented without approval of the Management Committee.

Amendments to Section 17

Section 17.b and Section 17.c of the Declaration are hereby replaced in their entirety with the following:

17.b. Fidelity Insurance. The Board of Trustees, Management Committee or Association shall at all times maintain in force fidelity coverage against dishonest acts on the part of managers (and employees of managers), trustees, directors, employees, officers, Management Committee members, Board of Trustees members or volunteers responsible for or handling funds belonging to or administered by the Board of Trustees, Management Committee or Association. The fidelity bond or insurance shall name the Association as the insured and shall be written in an amount sufficient to afford the protection reasonably necessary, but in no event less than three months aggregate assessments on all Units plus reserve funds. An appropriate endorsement to the policy shall be secured to cover persons who serve without compensation if the policy would not otherwise cover volunteers.

17.c. Liability Insurance. The Board of Trustees, Management Committee or Association shall at all times maintain in force a comprehensive policy of public liability insurance covering all of the Common Areas and Facilities including, but not limited to, all public ways within the Condominium Project.

Section 17 of the Declaration is further amended by adding the following new provisions,

Section 17.e and Section 17.f, which reads as follows:

17.e. HO-6 Coverage. To the extent not covered by the Hazard Insurance obtained by the Board of Trustees, Management Committee or Association under Section 17.a, each Unit Owner shall maintain a “walls-in” or HO 6 insurance policy insuring interior improvements made by a Unit Owner to his, her or its Unit and shall provide a certificate of insurance for such coverage on an annual basis, on a date, at the place and in the manner selected by the Management Committee. If a Unit Owner fails to provide such certification of insurance on the date, at the place, and in the manner requested by the Management Committee, the Association shall obtain such insurance coverage for that Unit Owner and the costs thereof shall be added to that Unit Owner’s monthly assessment pursuant to Section 18 of the Declaration.

17.f. Flood Insurance. Unless the Condominium Project is located outside a 100 year old flood plain, the Association shall maintain insurance for damage resulting from flood equal to the cost of replacing the entire Condominium Project including all Units and Common Areas and Facilities, less the cost of land, or the National Flood Insurance Program (“NFIP”) standard of \$250,000.00 per Unit, whichever is less.

Amendment to Section 19

Section 19 of the Declaration is amended by adding a new Section 19.b which reads as follows:

19.b. Budget Review. Any Mortgagee or potential Mortgagee of a Unit in the Condominium Project shall have the right to review, after five (5) days prior written request, the HOA’s budget to determine whether it: (i) includes allocations or line items to ensure sufficient funds are available to maintain and preserve all amenities and features unique to the Condominium Project; (ii) provide for the funding of replacement reserves for capital expenditures and deferred maintenance in an account representing at least ten percent (10%) of the budget; and (iii) provides adequate funding for the Association’s insurance procurement obligations as set forth in Section 17 of the Declaration.

New Section 36

36. Smoking Prohibited. No smoking or burning of materials that produce smoke shall be allowed, including without limitation the smoking or burning of cigarettes, cigars, pipes, incense, charcoal, food, or any other burning item that produces smoke in any of the Units or buildings housing the Units. Smoking is permitted in Common Areas, so as long as such activity is done at least twenty five feet away from any building housing any Unit.

New Section 37

37. Transfer Fee. Anytime a Unit is transferred, disposed, conveyed, or sold, to a third party a \$100 transfer fee shall be payable to the Association.

New Section 38

38. Loss of Parking Privileges. Violation of the Declaration, Bylaws of the Association or any rules and regulations promulgated by the Board of Trustees or Management Committee shall subject a Unit Owner to loss of parking privileges at the Condominium Project.

Exhibits B and C

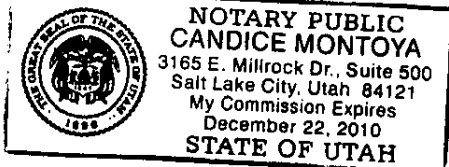
Exhibits B and ~~C~~ of the Declaration are hereby replaced in their entirety with the attached Exhibits B and ~~C~~ to this Amendment.

IN WITNESS WHEREOF, the undersigned do hereby certify that the Amendment has been approved, pursuant to Section 26 of the Declaration, by vote or approval of not less than seventy-five percent (75%) of the Total Votes of the Association, as defined in Section 2.0 of the Declaration, and the undersigned do hereby execute the Amendment on the date and year first written above.

WOODLAND HEIGHTS CONDOMINIUM ASSOCIATION

Carmen Preece
By: Carmen Preece
Its: President and Trustee

~~September~~ The foregoing instrument was duly acknowledged before me this 12th day of ~~September~~ November, 2010 by Carmen Preece, the President and a Trustee of the Woodland Heights Condominium Association.



Candice Montoya
Notary Public

WOODLAND HEIGHTS CONDOMINIUM ASSOCIATION

By: Christine Lund
Its: Vice President and Trustee

The foregoing instrument was duly acknowledged before me this _____ day of September, 2010 by Christine Lund, the Vice President and a Trustee of the Woodland Heights Condominium Association.

Notary Public

undersigned do hereby execute the Amendment on the date and year first written above.

WOODLAND HEIGHTS CONDOMINIUM ASSOCIATION

By: Carmen Preece
Its: President and Trustee

The foregoing instrument was duly acknowledged before me this ____ day of September, 2010 by Carmen Preece, the President and a Trustee of the Woodland Heights Condominium Association.

Notary Public

WOODLAND HEIGHTS CONDOMINIUM ASSOCIATION

Christine Lund
By: Christine Lund
Its: Vice President and Trustee

The foregoing instrument was duly acknowledged before me this 11 day of ^{October} ~~September~~, 2010 by Christine Lund, the Vice President and a Trustee of the Woodland Heights Condominium Association.



Debra Buck
Notary Public

WOODLAND HEIGHTS CONDOMINIUM ASSOCIATION

By: Janet Paschal
Its: Secretary and Trustee

The foregoing instrument was duly acknowledged before me this ____ day of September, 2010 by Janet Paschal, the Secretary and a Trustee of the Woodland Heights Condominium Association.

Notary Public

undersigned do hereby execute the Amendment on the date and year first written above.

WOODLAND HEIGHTS CONDOMINIUM ASSOCIATION

By: Carmen Preece
Its: President and Trustee

The foregoing instrument was duly acknowledged before me this ____ day of September, 2010 by Carmen Preece, the President and a Trustee of the Woodland Heights Condominium Association.

Notary Public

WOODLAND HEIGHTS CONDOMINIUM ASSOCIATION

By: Christine Lund
Its: Vice President and Trustee

The foregoing instrument was duly acknowledged before me this ____ day of September, 2010 by Christine Lund, the Vice President and a Trustee of the Woodland Heights Condominium Association.

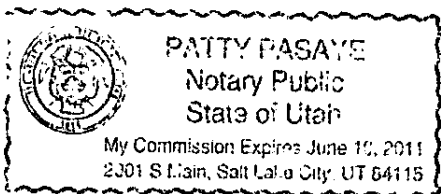
Notary Public

WOODLAND HEIGHTS CONDOMINIUM ASSOCIATION

Janet Paschal

By: Janet Paschal
Its: Secretary and Trustee

The foregoing instrument was duly acknowledged before me this ^{October} 19th day of September, 2010 by Janet Paschal, the Secretary and a Trustee of the Woodland Heights Condominium Association.



Patty Pasaye
Notary Public

EXHIBIT A
Legal Description

BEGINNING at a point North 39'59' East 325 feet and South 0'51' East 7 feet from the Northwest corner of Lot 9, Block 5, Ten Acre Plat "A", Big Field Survey, said point of beginning being South 0'57' East 7 feet from the South line of 3900 South Street and running thence parallel to the 7 feet South of the Old South line of 3900 South Street, North 89'59' East 190 feet; thence South 0'01' East 280.1 feet, thence South 89'59' West 184.7 feet, more or less, to the Southeast corner of property recorded in the name of J. Kenneth R. Remington and Ora P. Remington, his wife; thence North 0'50' West 116 feet; thence West 1.8 feet; thence North 0'57' East 164.1 feet, more or less, to the point of beginning.

EXHIBIT B

ARTICLES OF INCORPORATION
OF
WOODLAND HEIGHTS CONDOMINIUM ASSOCIATION

RECEIVED
OCT 13 2010
Utah Div. of Corp. & Comm. Code

The undersigned person, being at least eighteen years of age and acting as incorporator of a nonprofit corporation under the Utah Revised Nonprofit Corporation Act, Utah Code Sections 16-6a-101 *et seq.* (the "*Act*"), adopts the following Articles of Incorporation for such corporation:

ARTICLE I
NAME

The name of the corporation is Woodland Heights Condominium Association (the "*Association*").

ARTICLE II
REGISTERED AGENT AND REGISTERED OFFICE

The address of the Association's principal place of business shall be 754 East 3900 South, Salt Lake City, Utah 84107. Such office may be changed at any time by the Board of Trustees without amendment to these Articles of Incorporation. The name of the Company's commercial registered agent is BTJD Corporate Services, LLC, registration no. 7187183-0250.

ARTICLE III
PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, costs for street and sidewalk maintenance, weed and pest abatement, vegetation planting, and other items associated with maintaining and beautifying the Common Areas and Facilities, and preservation and architectural control of the Condominiums and Common Areas and Facilities within that certain tract of real property located in Salt Lake County, State of Utah and more particularly described in that certain Declaration of Condominium of Woodland Heights Condominiums and Amendment to Declaration of Condominium of Woodland Heights Condominiums filed of record in the Salt Lake County Recorder's office (as such declaration is amended, supplemented, or otherwise modified from time to time, the "*Declaration*"), and to promote the health, safety and welfare of the Owners, occupants, patrons and other guests and invitees within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of the Association, and for these purposes to:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration applicable to the property and recorded or to be recorded in the Office of the Salt Lake County Recorder

and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein, including the definitions thereof, as if set forth in length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association including maintenance and improvements of Common Areas and Facilities and easements, all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) have and to exercise any and all powers, rights and privileges which a corporation organized under the Act may now or hereinafter have or exercise.

ARTICLE IV MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Condominium which is subject by covenants of record to assessment by the Association, including contract buyers, shall be a member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Condominium that is subject to assessment by the Association. Shares of stock evidencing membership in the Association shall not be issued.

ARTICLE V VOTING RIGHTS

The Association shall have such classes of voting members as may from time to time be prescribed by its bylaws (which shall include, without limitation, the Declaration). The designation of each class and the terms of membership, rights, powers, privileges and immunities shall be as from time to time stated in the bylaws.

ARTICLE VI BOARD OF TRUSTEES

The affairs of this Association shall be managed by a Board of a minimum of three (3) trustees, who shall act in the capacity of trustees under the Act. The number of trustees may be changed by amendment of the bylaws of the Association; provided that such number shall not be reduced to less than the number of trustees required by the Act. The names and addresses of the persons who are to serve as trustees until their successors are elected and have qualified are:

Carmen Preece
754 East 3900 South, #26
Salt Lake City, Utah 84107

Christine Lund
754 East 3900 South #4
Salt Lake City, Utah 84107

Janet Paschal
754 East 3900 South #15
Salt Lake City, Utah 84107

ARTICLE VII DURATION

The corporation shall exist perpetually, subject to dissolution in accordance with applicable law.

ARTICLE VIII DISTRIBUTIONS

No part of the net earnings of the Association shall inure to the benefit of, or be distributable to its trustees, officers or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof.

ARTICLE IX DISSOLUTION

Upon the dissolution of the Association, assets shall be distributed to one or more exempt organization with similar purposes within the meaning of Internal Revenue Code Section 501(c), as amended or supplemented, or shall be distributed to the federal government or to a state or local government for a public purpose. Any such assets not so disposed of shall be disposed of by the district court of the county in which the principal office of the Association is then located, exclusively to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE X AMENDMENT

These Articles of Incorporation may be amended by a vote of Unit Owners who collectively hold at least 60% of the total outstanding votes in the Association.

ARTICLE XI
DEFINITIONS

Capitalized terms used but not defined herein shall have the respective meanings given to them in the Declaration.

ARTICLE XII
INCORPORATOR

The name and address of the incorporator is: Carmen Preece, 754 East 3900 South, #~~24~~, Salt Lake City, Utah 84107.

IN WITNESS WHEREOF, the incorporator has executed these Articles of Incorporation this 11 day of ~~September~~, 2010.
October



Carmen Preece, Incorporator