1 1/2 1 2

WHEN RECORDED RETURN TO:

James R. Blakesley Attorney at Law 2595 East 3300 South Salt Lake City, UT 84109

Phone: (801) 485-1555 Fax: (801) 990-1059 jim@blakesleylaw.com 11204332 06/27/2011 04:49 PM \$105.00 Book - 9933 P9 - 2389-2421 GAFRY W. OTT RECORDER, SALT LAKE COUNTY, UTAH JAMES R BLAKESLEY 2595 E 3300 S SLC UT 84109 BY: ZJM, DEPUTY - WI 33 P. BY: ZJM, DEPUTY - WI 33 P.

AMENDMENT TO DECLARATION OF CONDOMINIUM FOR MONTE VISTA CONDOMINIUM

This Amendment to Declaration of Condominium for Monte Vista Condominium, is made and executed the Monte Vista Homeowners Association, of 2120 East 3900 South, Suite 300, Salt Lake City, UT 84124 ("Association").

RECITALS

Whereas, the Declaration of Condominium for Monte Vista Condominium was recorded in the office of the County Recorder of Salt Lake County, Utah on June 18, 1979 as Entry No. 3296131 in Book 4883 at Pages 1162-1197 of the Official Records (the "Declaration").

Whereas, the Association is the managing agent of the owners of record of the real property located in Salt Lake County, Utah, and described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference (the "Property").

Whereas, the Property is subject to the Declaration.

Whereas, all of the voting requirements to amend the Declaration have been satisfied. Copies of the Voting Tally Sheet and the Ballots are attached hereto, marked Exhibit "B" and incorporated herein by this reference.

AGREEMENT

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Owners, the Association hereby executes this Amendment to Declaration of Condominium for Monte Vista Condominium.

- 1. **Amendment**. Article III of the Declaration is hereby amended to add the following new Section:
 - 48. Reinvestment Fee Covenant. The Buyer of a Unit at Monte Vista Condominium shall be required to pay to the Monte Vista Homeowners Association at the time of closing or settlement of the purchase of his or her Unit a Reinvestment Fee in an amount equal to 0.5% of the value of the unit at the time of closing. The Reinvestment Fee Covenant is intended to run with the land and to bind successors in interest and assigns thereof. The Reinvestment Fee Covenant may not be enforced upon:
 - (1) An involuntary transfer;
 - (2) A transfer that results from a court order;
 - (3) A bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity;
 - (4) A transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; or
 - (5) The transfer of the Unit by a financial institution except to the extent that the Reinvestment Fee Covenant requires the payment of the Association's costs directly related to the transfer of the Unit, not to exceed \$250.00, as that amount may be amended by statute from time to time.
- 2. **Legal Description**. This amendment affects the Property.
- 3. Conflict. In the event of any conflict, inconsistency, or incongruity between the provisions of this Amendment and the provisions of the Declaration, the former shall in all respects govern and control.
- 4. **Severance**. If any provision of Declaration of Condominium for Monte Vista Condominium is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. This Declaration of Condominium for Monte Vista Condominium 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 automatically added, as a part of this Declaration of Condominium for Monte Vista Condominium, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

5. **Effective Date**. The effective date of this Amendment Declaration of Condominium for Monte Vista Condominium 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 20 day of June, 2011.

MONTE VISTA HOMEOWNERS ASSOCIATION

By: Ann Dillenbeck

Name: Ann Dillenbeck

Title: President

STATE OF UTAH

) ss:

COUNTY OF SALT LAKE)

On the <u>20</u> day of June, 2011, personally appeared before me Ann Dillenbeck, who by me being duly sworn, did say that she is the President of the Monte Vista Homeowners Association and that the within and foregoing instrument was signed in behalf of said Association by authority of the Declaration of Condominium for Monte Vista Condominium, and said Ann Dillenbeck duly acknowledged to me that said Association executed the same.

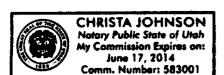


EXHIBIT "A"

LEGAL DESCRIPTION

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

EXHIBIT "B"

VOTE TALLY SHEET AND BALLOTS

Please be advised that the annual homeowner meeting for the Monte Vista Condominiums is scheduled for Monday, May 9 2011, at 7:00pm in the Monte Vista courtyard. Please try to attend this important meeting.

We will be approving the new budget for 2011. We will also be discussing other important issues and electing new members of the management committee.

If you are unable to attend please fill out the attached PROXY FORM and give it to a member of the management committee, your representative or mail it back to the management office. WE NEED YOUR PROXY BACK SO THAT WE CAN CONDUCT BUSINESS.

PROXY

TO WHOM IT MAY CONCERN:
This document shall serve as notice that I. <u>Galoria L-Raison</u>
am a registered deed owner at the Monte Vista Condominiums and can not attend the annual
meeting of the Monte Vista Homeowners Association on Monday, May 9, 2011, at 7:00 pm, in
the Monte Vista courtyard
Furthermore, I want (*) Ann Dillanback as my proxy to vote
in my behalf on any matter which may be brought before the homeowners in this meeting and at
any and all adjournments thereof, according to the number of votes the undersigned would be
entitled to vote.
IN WITNESS WHEREOF the undersigned executes his hand and seal on the
27 day of April 2011.
Unit # 101 / lo 4 (signed)Unit Owner June
Suggested Proxy choices: Ann Dillenbeck, past President Beth Manning current board member Barbara Thomas current board member

Millbrook Management

FLEASE RETURN THIS PROXY, IF YOU CANNOT ATTEND THE MEETING

P.O. Box 9243 SLC, Utah 84109

Return to:

BK 9933 PG 2394

IT IS PROPOSED that pursuant to Section 42 (Amendments) of the Declaration and Bylaws of the Monte Vista Condominiums (the "Declaration") that Section 23 (Payment of expenses) of the Declaration be amended to add the following new subsection in order for the Association to charge a reinvestment or community enhancement fee when a Unit is sold

I am in favor of the following amendment:

[XI YES []NO

- Gardens Condominium shall be required to pay to the Somerset Gardens Homeowners Association at the time of closing or settlement of the sale of his or her Unit a Reinvestment Fee in an amount equal to 0.5% of the value of the unit at the time of closing. The Reinvestment Fee Covenant is intended to run with the land and to bind successors in interest and assigns thereof. The Reinvestment Fee Covenant may not be enforced upon:
 - (1) An involuntary transfer;
 - (2) A transfer that results from a court order;
- (3) A bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity;
- (4) A transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution;
- (5) The transfer of the Lot by a financial institution except to the extent that the Reinvestment Fee Covenant requires the payment of the Association's costs directly related to the transfer of the lot or unit, not to exceed \$250.00, as that amount may be amended by statute from time to time; or
 - (6) The Declarant or first buyer of a Lot from the Declarant.

DATE COLOR

AME (PRINT OR TYPE)

Am nille-sah, proxy

UNIT NO. OR STREET ADDRESS

SICNATURE

Requires the affirmative consent of 65% of the aggregate ownership interest.

IT IS PROPOSED that pursuant to Section 42 (Amendments) of the Declaration and Bylaws of the Monte Vista Condominiums (the "Declaration")1 that Section 23 (Payment of expenses) of the Declaration be amended to add the following new subsection in order for the Association to charge a reinvestment or community enhancement fee when a Unit is sold

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MAME (PRINT OR TYPE)
Ann Diller healy propy

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If you are unable to attend please fill out the attached PROXY FORM and give it to a member of the management committee, your representative or mail it back to the management office. WE NEED YOUR PROXY BACK SO THAT WE CAN CONDUCT BUSINESS.

PROXY

TO WHOM IT MAY CONCERN:

This document shall serve as notice that I, Mar Springer
am a registered deed owner at the Monte Vista Condominiums and can not attend the annual
meeting of the Monte Vista Homeowners Association on Monday, May 9, 2011, at 7:00 pm. in
the Monte Vista courtyard
Furthermore, I want (*) as my proxy to vote
in my behalf on any matter which may be brought before the homeowners in this meeting and at
in my benall on any matter which that be brought be
any and all adjournments thereof, according to the number of votes the undersigned would be
entitled to vote.
IN WITNESS WHEREOF the undersigned executes his hand and seal on the
1 tr day of April 2011.
Unit # 165
(signed)Unit Owner Way L Juny

Suggested Proxy choices:
Ann Dillenbeck, past President
Beth Manning current board member
Barbara Thomas, current board member

Return to: Millbrook Management

P.O. Box 9243 SLC, Utah 84109

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-∰.i] YES []NO

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The Declarant or first buyer of a Lot from the Declarant.

(PRINT OR TYPE)

107 # 205

UNIT NO. OR STREET ADDRESS

SIGNATURE

SIGNATURE

NAME (PRINT OR TYPE)

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PROXY

TO WHOM IT MAY CONCERN: am a registered deed owner at the Monte Vista Condominiums and can not attend the annual meeting of the Monte Vista Homeowners Association on Monday, May 9, 2011, at 7:00 pm, in the Monte Vista courtyard Furthermore, I want (*) ANN Dy WENBECK as my proxy to vote in my behalf on any matter which may be brought before the homeowners in this meeting and at any and all adjournments thereof, according to the number of votes the undersigned would be entitled to vote. IN WITNESS WHEREOF the undersigned executes his hand and seal on the Unit # 108

(signed)Unit Owner Drige M. Kallack

Suggested Proxy choices: Ann Dillenbeck, past President Beth Manning current board member Barbara Thomas, current board member

Return to:

Millbrook Management

P.O. Box 9243 SLC, Utah 84109

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UNIT NO. OR STREET ADDRESS

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May 09, 2011

DATEU

WEI WEI YUAN

NAME (PRINT OR TYPE)

UNIT NO. OR STREET ADDRESS

SIGNATURE

SIGNATURE

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5-9-291

) (

NAME (PRINT OR TYPE)

INIT NO OR STREET ADDRESS

SIGNATURE

Requires the affirmative consent of 65% of the aggregate ownership interest.

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PROXY

TO WHOM IT MAY CONCERN:
This document shall serve as notice that I. John KAPOS
am a registered deed owner at the Monte Vista Condominiums and can not attend the annual
meeting of the Monte Vista Homeowners Association on Monday, May 9, 2011, at 7:00 pm, in
the Monte Vista courtyard
Furthermore, I want (*) ANN DIVIEW RECK as my proxy to vote
in my behalf on any matter which may be brought before the homeowners in this meeting and at
any and all adjournments thereof, according to the number of votes the undersigned would be
entitled to vote.
IN WITNESS WHEREOF the undersigned executes his hand and seal on the
5 Hd day of APR (L 2011.
2- Unit # 1/6 - 1/4 (signed)Unit Owner Jam Kapos
Suggested Proxy choices: (/
Ann Dillenbeck, past President Beth Manning current board member
Barbara Thomas, current board member

Return to: Millbrook Management

P.O. Box 9243 SLC, Utah 84109

FLEASE RETURN THIS PROXY, IF YOU CANNOT ATTEND THE MEETING

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Am Millaheery proxy

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DATE

John Papes

NAME (PRINT OR TYPE)

JAME (PRINT OR TYPE)
Ann Dillerheity (NPY

UNIT NO. OR STREET ADDRESS

SIGNATURE

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[X] YES	ſ] NO
1(1) 153	L	,,,,

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PROXY

TO WHOM IT MAY CONCERN:

IO WHOM II MAI CONCEMY	•		
This document shall serve as not	tice that I, _	Sarah You	
am a registered deed owner at th	ie Monte Vis	sta Condominiums and	l can not attend the annual
meeting of the Monte Vista Hon			
the Monte Vista courtyard	Λ	Orlla bade	
Furthermore, 1 want (*)		Villenbeck	as my proxy to vote
in my behalf on any matter which			
any and all adjournments thereo	of, according	to the number of vote	s the undersigned would be
entitled to vote.			
IN WITNESS WHEREOF the	undersigned	executes his hand and	seal on the
2nd day of April 2011.			
Ţ	Jnit# 26	3	\mathcal{N}
(signed)Unit	Owner	12
		· · · · · · · · · · · · · · · · · · ·	457 ~

Suggested Proxy choices: Ann Dillenbeck, past President Beth Manning current board member Barbara Thomas, current board member

Return to:

Millbrook Management

P.O. Box 9243 SLC, Utah 84109

PLEASE RETURN THIS PROXY, IF YOU CANNOT ATTEND THE MEETING

IT IS PROPOSED that pursuant to Section 42 (Amendments) of the Declaration and Bylaws of the Monte Vista Condominiums (the "Declaration") that Section 23 (Payment of expenses) of the Declaration be amended to add the following new subsection in order for the Association to charge a reinvestment or community enhancement fee when a Unit is sold

I am in favor of the following amendment:

[X] YES [] NO

- Gardens Condominium shall be required to pay to the Somerset Gardens Homeowners Association at the time of closing or settlement of the sale of his or her Unit a Reinvestment Fee in an amount equal to 0.5% of the value of the unit at the time of closing. The Reinvestment Fee Covenant is intended to run with the land and to bind successors in interest and assigns thereof. The Reinvestment Fee Covenant may not be enforced upon:
 - (1) An involuntary transfer;
 - (2) A transfer that results from a court order;
- (3) A bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity;
- (4) A transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution;
- (5) The transfer of the Lot by a financial institution except to the extent that the Reinvestment Fee Covenant requires the payment of the Association's costs directly related to the transfer of the lot or unit, not to exceed \$250.00, as that amount may be amended by statute from time to time; or
 - (6) The Declarant or first buyer of a Lot from the Declarant.

DATE 51911

NAME (PRINT OR TYPE)

Ann Dillenberry proxy

UNIT NO OR STREET ADDRE

SIGNATURE

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May 26, 2011 167 cm d 265

DATE UNIT NO. OR STREET ADDRESS

George L. Sorenson George L. Surus

NAME (PRINT OR TYPE)

SIGNATURE

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I am in favor of the following amendment:

YES / IMN

- 23.9 Reinvestment Fee Covenant. The Buyer of a Unit at Somerset Gardens Condominium shall be required to pay to the Somerset Gardens Homeowners Association at the time of closing or settlement of the sale of his or her Unit a Reinvestment Fee in an amount equal to 0.5% of the value of the unit at the time of closing. The Reinvestment Fee Covenant is intended to run with the land and to bind successors in interest and assigns thereof. The Reinvestment Fee Covenant may not be enforced upon:
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Deth Manning

DOHO, MAMMULE

SIGNATURI

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5/9/11

AIE

NAME (PRINT OR TYPE

709

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Please be advised that the annual homeowner meeting for the Monte Vista Condominiums is scheduled for Monday, May 9 2011, at 7:00pm in the Monte Vista courtyard. Please try to attend this important meeting.

We will be approving the new budget for 2011. We will also be discussing other important issues and electing new members of the management committee.

If you are unable to attend please fill out the attached PROXY FORM and give it to a member of the management committee, your representative or mail it back to the management office. WE NEED YOUR PROXY BACK SO THAT WE CAN CONDUCT BUSINESS.

PROXY

To WHOM IT MAY CONCERN: This decompose shall serve as notice that I. Ben H Gre
I IIIS GOCUMENT SHAIT SELVE AS HOURS AND ALL A
am a registered deed owner at the Monte Vista Condominiums and can not attend the annual
meeting of the Monte Vista Homeowners Association on Monday, May 9, 2011, at 7:00 pm, in
the Monte Vista courtyard
Furthermore, I want (*) Ann Dillenbeck as my proxy to vote
in my behalf on any matter which may be brought before the homeowners in this meeting and at
any and all adjournments thereof, according to the number of votes the undersigned would be
entitled to vote.
IN WITNESS WHEREOF the undersigned executes his hand and seal on the
28 day of April 2011.
Unit # 212
(signed)Unit Owner / Common /
Suggested Proxy choices: Ann Dillenbeck, past President Beth Manning current board member Parbora Thomas, current board member

Millbrook Management

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P.O. Box 9243 SLC, Utah 84109

Return to:

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5/0111	2 3
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Suni Hill _	Dur HM
NAME (PRINT OR TYPE)	SIGNATURE

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5-9-2011

DATE

NAME (PRINT OR TYPE)

215

INIT NO. OR STREET ADDRESS

UNII NO. OK STREET ADDRES.

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PROXY

TO WHOM IT MAY CONCERN:

This document shall serve as notice that I, Ita Martinez
am a registered deed owner at the Monte Vista Condominiums and can not attend the annual
meeting of the Monte Vista Homeowners Association on Monday, May 9, 2011, at 7:00 pm, in
the Monte Vista courtyard
Furthermore, I want (*) Ann Willanbeck as my proxy to vote
in my behalf on any matter which may be brought before the homeowners in this meeting and at
any and all adjournments thereof, according to the number of votes the undersigned would be
entitled to vote.
IN WITNESS WHEREOF the undersigned executes his hand and seal on the
day of 2011.

Unit # H

(signed)Unit Owner Jacinteta + Martinez

Suggested Proxy choices: Ann Dillenbeck, past President Beth Manning current board member Barbara Thomas, current board member

Return to:

Millbrook Management

P.O. Box 9243 SLC, Utah 84109

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DATE

Ann Dilben hell , proxy

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Lot and Parcel Numbers for MONTE VISTA CONDO

Block / Building	Туре	Lot / Quarter	Parcel Number	Obsolete?
	U	101	16-33-328-002-0000	N
	U	102	16-33-328-003-0000	N
	U	103	16-33-328-004-0000	N
	U	104	16-33-328-005-0000	N
	υ	105	16-33-328-006-0000	N
	U	106	16-33-328-007-0000	N
	U	107	16-33-328-008-0000	N
	U	108	16-33-328-009-0000	N
	U	109	16-33-328-010-0000	N
	U	110	16-33-328-011-0000	N
	U	111	16-33-328-012-0000	N
	U	112	16-33-328-013-0000	N
	U	113	16-33-328-014-0000	N
	U	114	16-33-328-015-0000	N
 	U	115	16-33-328-016-0000	N
	U	116	16-33-328-017-0000	N
	U	201	16-33-328-018-0000	N
	υ	202	16-33-328-019-0000	N
	U	203	16-33-328-020-0000	N
·	u	204	16-33-328-021-0000	N
<u> </u>	U	205	16-33-328-022-0000	N
	U	206	16-33-328-023-0000	N
	U	207	16-33-328-024-0000	N
	- lu	208	16-33-328-025-0000	N
	U	209	16-33-328-026-0000	N
	Ü	210	16-33-328-027-0000	N
	υ	211	16-33-328-028-0000	N
<u> </u>	U	212	16-33-328-029-0000	N
· 	υ	213	16-33-328-030-0000	N
<u> </u>	U	214	16-33-328-031-0000	N
	U	215	16-33-328-032-0000	N
	U	216	16-33-328-033-0000	N
	U	AREA	16-33-328-001-0000	. N