11775169 12/13/2013 2:19:00 PM \$40.00 Book - 10199 Pg - 450-451 Gary W. Ott Recorder, Salt Lake County, UT RICHARDS KIMBLE & WINN BY: eCASH, DEPUTY - EF 2 P.

After Recording Return To:

RICHARDS, KIMBLE & WINN, PC c/o Curtis G. Kimble 2040 Murray Holladay Rd., Suite 106 Salt Lake City, UT 84117

AMENDMENT TO THE DECLARATION AND BYLAWS OF THE HOLLADAY PINES CONDOMINIUM

- A. Certain real property in Salt Lake County, Utah, known as the Holladay Pines Condominium is subjected to certain covenants, conditions and restrictions pursuant to a Declaration and Bylaws of Holladay Pines Condominiums recorded July 12, 1979, as Entry No. 3307568 in the Recorder's Office for Salt Lake County, Utah (the "Declaration").
- B. This amendment shall be binding against the property subjected to the Declaration and any annexation or supplement thereto, described as follows:

All Units and Common Area (29 total), HOLLADAY PINES CONDOMINIUM, according to the plat(s) thereof as recorded in the office of the Salt Lake County Recorder.

Parcel No's 22-04-477-001-0000 through 22-04-477-029-0000

- C. The Association desires to define more precisely what elements are maintained by the unit owners and what elements are maintained by the Association.
- D. Pursuant to Article 21 of the Declaration, the undersigned hereby certifies that all of the requirements to amend the Declaration have been satisfied.

NOW, THEREFORE, the Association hereby amends Article 11, Section 11.2 of the Declaration to read as follows:

11.2 The unit owners shall have the responsibility to maintain, repair, replace and keep in a clean and sanitary condition, at the unit owner's expense, all portions of the owner's unit, except those portions to be maintained, altered, repaired and replaced by the management committee. The unit owners shall keep clean and in a sanitary condition their storage areas and balconies and patios, if any. The management committee shall be responsible for cleaning and general maintenance of all parking areas.

Anything to the contrary notwithstanding, any maintenance, repair or replacement of the following Limited Common Area is the sole responsibility of the unit owner, subject to the approval of the Management Committee as to quality of construction and integrity of the original design scheme: All unit doors and casings, unit windows and frames, back patios, and back steps and back step and patio railings.

Anything to the contrary in Section 11.1 notwithstanding, the Association shall maintain, repair and replace all front steps and front railings, back balconies, and all building foundations.

NOW, THEREFORE, the Association hereby amends Article 17, Section 17.2 of the Declaration to add the following provision:

No unit shall be rented for a term of less than six months. A unit owner shall provide a copy of the current lease agreement to the Management Committee within ten days of a request to do so.

IN WITNESS WHEREOF, the Holladay Pines Condominium Association, Inc., has executed this Amendment to the Declaration as of the <u>lZ</u> day of <u>PECC</u>, 2013.

HOLLADAY PINES CONDOMINIUM ASSOCIATION, INC.

a Utah nonprofit corporation

State of Utah

County of Salt Lake

bhy Greene

Subscribed and sworn to before me on the 12 day of ______, 2013, by

Julianne LeBaron Notary Public State of Utah ly Commission Expires Much 28, 2017 Comm. Number: 653/67