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RECORDER, SALT LAKE COUNTY, UTAH  
JAMES R. BLAKESLEY  
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BY: KRA, DEPUTY - WI 7 P.

**AMENDMENT TO AMENDED AND RESTATED DECLARATION OF  
PROTECTIVE COVENANTS FOR FOREST GLEN PLAT "A"  
SUBDIVISION AND BYLAWS**

This Amendment to Amended and Restated Declaration of Protective Covenants for Forest Glen Plat "A" Subdivision and Bylaws is made and executed by Forest Glen Plat "A", a Utah nonprofit corporation, of 4460 S. Highland Drive, Suite 330, Salt Lake City, UT 84124 (the "Declarant").

**RECITALS**

- A. The Declaration Amended and Restated Declaration of Protective Covenants for Forest Glen Plat "A" Subdivision and Bylaws was recorded in the office of the County Recorder of Salt Lake County, Utah on October 16, 2006 as Entry No. 9877109 in Book 9365 at Pages 9120-9166 of the official records (the "Declaration").
- B. The Declarant is the managing agent for the owners of the real property located in Salt Lake County, Utah, described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference (the "Property").
- C. The Property is subject to the Declaration.
- D. All of the voting requirements to amend the Declaration have been satisfied.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Property and the owner thereof, the Declarant hereby executes this Amendment to Amended and Restated Declaration of Protective Covenants for Forest Glen Plat "A" Subdivision and Bylaws.

1. Article V, Section 5.7 is hereby amended to add the following new Subsection:

- (c) Any proposed action that would require the consent of a specified percentage of 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 to the proposed action, absent the delivery of a written objection within sixty (60) days after delivery of the notice or the statutory time limit, whichever is greater.

2. Article V, Section 5.14 of the Declaration is hereby deleted in its entirety and the following language is substituted in lieu thereof:

**5.14 Reserve Study and Fund.** The Directors are responsible to present to owners each year the amount of money that should be deposited into the reserve account each year to properly or adequately satisfy the recommendations of the plan for deferred maintenance adopted, based, at least in part on the Reserve Study. The contents of the Reserve Study shall be comprehensive, complete and accurate, and must address not only the systems, equipment and facilities but the components effectively. The Directors provide a summary of the most recent Reserve Study to the all Owners each year, even if they do not attend the annual meeting. The full Reserve Study (and any updates) must be made available to Owners upon request. The Association will include a specific Reserve Fund line item in its annual budget. The Board of Director must establish the amount of the Reserve Fund line item; and set forth the steps for the Owners to veto the Board's Reserve Fund line item in accordance with the statutory requirements. A reserve fund study should be performed and updated as required by law.

3. Article V of the Declaration is hereby amended to add the following new section:

**5.16 Budget.** At least thirty (30) days prior to the Annual Homeowners Meeting, the Board shall prepare and deliver to the Owners a proposed Budget:

(a) Itemization. The Budget shall set forth an itemization of the anticipated Common Expenses (including that portion earmarked for the reserve account(s) and the Association's proportionate share of the cost of maintaining the Recreation Amenity) for the twelve (12) month calendar year, commencing with the following June first or as determined by the board of directors.

(b) Basis. The Budget shall be based upon advance estimates of cash requirements by the Board to

provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas, including the Recreation Amenity, and regulation of the Association, which estimate shall include but is not limited to expenses of management, grounds maintenance, taxes and special assessments, premiums for all insurance that the Board is required or permitted to maintain, common lighting and heating, common water charges, trash collection, storm drain fees, common sewer charges, sewer maintenance costs, road maintenance including winter plowing, painting, repairs and maintenance of the Common Areas, including, legal and accounting fees, any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus or sinking fund, Capital Improvement reserve, and other expenses and liabilities that may be incurred by the Association for the benefit of the Owners under and by reason of this Declaration. Until the Project is completed, and all Phases are added, this estimate may need to be adjusted periodically as each new Phase is completed.

(c) 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. If the new budget is disapproved, then the prior year's budget continues.

4. Article V of the Declaration is hereby amended to add the following new Section:

**5.16 Foreclosure of Lien as Mortgage or Trust Deed.**  
The lien securing unpaid assessments and related charges may be foreclosed judicially (through the courts) or non-judicially (outside the courts) provided all statutorily required notices are given to the delinquent owner.

5. Article VIII, Subsection 8.1(o) of the Declaration is hereby amended to add the following language:

The "Rules for Culinary Water Service of the Forest Glen A Homeowners Association" and the "Control of Back Flow and Cross Connections," which were adopted by the Board of Directors of Forest Glen A HOA on January 30,

2014 as part of the Master Water plan, are referred to and incorporated herein by this reference. Those rules are on file with the FGA-A Board of Directors and are to be made available to owners upon request;" provided, however, after proper statutory notice to the Owners the Rules are subject to change.

6. Article XIV of the Declaration is hereby amended to add the following new Section:

**14.6 Enforcement.** The Board of Directors 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.

7. Article XIV of the Declaration is hereby amended to add the following new Section:

**14.7 Incorporation of Association and Reincorporation of Dissolved Association.** The Association shall have a corporate status. The Board of Directors may re-file the articles of incorporation of the Association if its status has been suspended or dissolved, and may adopt the prior bylaws. No additional approval is required.

8. Article II of the Bylaws is hereby amended to add the following new Section:

**2.7 Online Voting.** If allowed by Utah law, online voting shall be permitted provided it is secure and verifiable.

9. Article VII of the Bylaws is hereby amended to delete the current language in Section 7.1(b) (i.e. "Any Director must be an Officer of the Association.") and substitute the following language in lieu thereof: "Any officer of the Association shall be a member of the Board of Directors".

10. ARTICLE II, SECTION 2.4 OF THE BYLAW is hereby amended to remove the words "by mailing a copy of such notice, postage prepaid" and substitute the following language in lieu thereof:

Fair and reasonable notice is required. If notice is required hereby, then 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 e-mail, text message, the Association website, or other electronic notice; provided, however an Owner may require (a) written notice and/or (b) notice by first class U.S. Mail, postage prepaid, by making a written demand to the Association. It is the Owner's responsibility to inform the Board of Directors of his or her contact information, including but not limited to his or her current e-mail address and U.S. postal address."

11. The proposal for the Association to borrow funds and accept the grant from the Division of Drinking Water and to pledge collateral necessary to obtain the financing and do the work described in the Master Water Plan and associated infrastructure was voted upon and approved by the Owners in accordance with the Declaration. The approved Master Water Plan and associated infrastructure will generate sufficient revenues to allow the Association to pay operation and maintenance expenses and to generate funds needed to make loan payments and to fund the reserves specified in the Loan Agreement with the Division of Drinking Water. The Association has the power to record a lien against a Lot to secure payment of his or her Assessments and related charges, and the power to foreclose on that lien if the Owner fails to pay his or her Assessments and/or related charges.

12. It is expressly agreed by the undersigned that this Amendment is supplemental to the Declaration, which is by reference made a part hereof, and all the terms, conditions, and provisions thereof, unless specifically and expressly modified hereby, are to apply to this Amendment and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

13. In the event of any conflict, incongruity or inconsistency between the provisions of the Declaration and this Amendment, the latter shall in all respects govern and control.

14. The effective date of this Amendment is the date it is recorded in the office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, the Association has executed this instrument the 28<sup>th</sup> day of August, 2014.

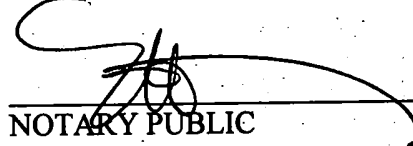
FOREST GLEN PLAT "A"

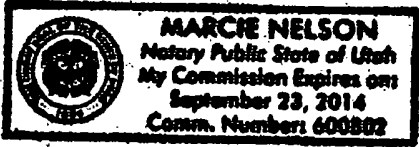
By: Colleen Rock  
Name: Colleen Rock  
Title: President

ACKNOWLEDGMENT

STATE OF UTAH )  
 )ss:  
COUNTY OF SALT LAKE )

On the 28 day of August, 2014, personally appeared before me Colleen Rock, who by me being duly sworn, did say that s/he is the President of FOREST GLEN PLAT "A", and that the within and foregoing instrument was signed in behalf of said Association by authority of its Amended and Restated Declaration of Protective Covenants for Forest Glen Plat "A" Subdivision and Bylaws and a Resolution of its Board of Directors, and said Colleen Rock duly acknowledged to me that said Association executed the same.

  
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NOTARY PUBLIC



## EXHIBIT A

Lots 1 through 44, Forest Glen Plat A Subdivision as recorded in the Record of Survey Map in the Salt Lake County Recorder's Office

*24-26-151-014 through 24-26-151-018*  
*24-26-176-001 through 24-26-176-019*  
*24-26-177-001 through 24-26-177-003*  
*24-26-178-007 through 24-26-178-036*

Lots 13, 14, 15, 22, and 23, Forest Glen Plat B Subdivision as recorded in the Record of Survey Map in the Salt Lake County Recorder's Office

*24-26-151-011 through 24-26-151-013*  
*24-26-151-019*  
*24-26-328-002*

Lots 41 through 44, Forest Glen Plat C Subdivision as recorded in the Record of Survey Map in the Salt Lake County Recorder's Office

*24-26-151-007 through 24-26-151-010*