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RECORDER, SALT LAKE COUNTY, UTAH
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6/11/14 WHEN RECORDED, RETURN TO:

Debra Griffiths Handley
DART, ADAMSON & DONOVAN
370 East South Temple, #400
Salt Lake City, Utah 84111

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**FIRST AMENDMENT TO
BONNEVILLE TOWER CONDOMINIUM
AMENDED AND RESTATED DECLARATION AND BYLAWS**

This First Amendment to Bonneville Tower Condominium Amended and Restated Declaration and Bylaws ("First Amendment") is made and executed by the Bonneville Tower Condominium Association, Inc. (the "Association"), on behalf of its current and future Members, and based upon the results of a vote taken at a duly called Annual Meeting on the 15th day of February, 2011.

RECITALS

A. The Association is a Utah nonprofit corporation formed under the auspices of the Utah Revised Nonprofit Corporation Act ("the Act"), Utah Code Annotated section 16-6a-101, et seq.

B. The Association, through its Management Committee and pursuant to the Utah Condominium Ownership Act, Utah Code Annotated section 57-8-1, et seq., manages the real property and improvements located at 777 East South Temple, Salt Lake City, Salt Lake County, Utah (the "Project"), in and for the Members of the Association who are Unit Owners.

C. The original *Declaration of Condominium for Bonneville Tower Condominium* ("Original Declaration") was recorded in the Office of the Salt Lake County Recorder, State of Utah, on March 27, 1874, Entry 2609076, in Book 3445, at page 145.

D. The original Declarant previously filed a record of survey map ("Plat Map") as required by Section 57-8-13 of the Act.

C. The Original Declaration was amended and restated by the members of the Association by that certain *Bonneville Tower Condominium Amended and Restated Declaration and By-Laws*, recorded in the Office of the Salt Lake County Recorder, State of Utah, on February 28, 2006, Entry No. 9722759, Book No. 9293, at Pages 8767-8822 (the "Declaration").

E. Section 4.1 of the Declaration explains that Appendix A thereto contains a table setting forth the number and letter designation of each Unit, the number portion designating the floor on which the Unit is located. The Units are more particularly described in the Plat Mat.

F. The administration of the Association shall be governed by the By-laws which are embodied by a separate instrument which is appended to and recorded with the Declaration at Appendix B there (the "Bylaws").

G. Section 21 of the Declaration provides that the provisions of the Declaration may be amended by a two-thirds (2/3) affirmative vote of the undivided ownership interest in the Common Area and Facilities. Upon such an affirmative vote, the Management Committee of the Association shall certify to the vote, execute and record an amendment or amendments to the Declaration, which shall be effective upon recording.

H. Section 10 of the Bylaws provides that the Bylaws may be amended by the affirmative vote of a majority of the undivided ownership interest in the Common Area and Facilities of the Association at a meeting duly called for such purpose. Upon such an affirmative vote, the Management Committee of the Association shall acknowledge the amended Bylaws, setting forth the fact that the affirmative vote of the Unit Owners and the amendment shall be effective upon recording.

I. On February 15, 2011, at a duly noticed Annual Meeting of the Association, pursuant to Section 21 of the Declaration and Section 10 of the Bylaws, a majority of the undivided ownership interest of the Association voted in the affirmative to approve the amendments contained in this First Amendment. The Management Committee of the Association has certified the vote, execute and record this First Amendment pursuant to the requirements of the Act and the Declaration.

NOW, THEREFORE, Declarant hereby submits this First Amendment to the Declaration and Bylaws as follows:

1. Defined Terms and Status of Recitals. Capitalized terms used and not otherwise defined in this First Amendment shall have the meaning or meanings given to them in the Declaration. The Recitals set forth above shall constitute a portion of the terms of this First Amendment.

2. Section 22.13 of the Declaration shall be amended by adding the caption "Reserve Fund" and the following underlined language to the end of the section. Section 22.13 shall now read:

22. 13. Reserve Fund. That the reserve fund be renamed the RESERVE AGENCY ACCOUNT. That this fund be one of two funds maintained by the Association, the other being the OPERATING ACCOUNT. The RESERVE AGENCY ACCOUNT may not be used for (i) daily expenses, unless a majority of the undivided ownership interest of the Association vote to approve the use of funds in the RESERVE AGENCY ACCOUNT for that purpose; or (ii) for any purpose other than the purpose for which the reserve fund was established.

3. A new Section 22.15 shall be added to the Declaration with the following underlined language:

22.15. Reserve Analysis. The Management Committee shall cause a reserve analysis to be conducted no less frequently than every six (6) years. The Management Committee shall review and, if necessary, update a previously conducted reserve analysis no less frequently than every three (3) years. The Management Committee may conduct the reserve analysis itself or may engage a reliable person or organization to conduct the analysis.

4. New Sections 2.13 and 2.14 shall be added to the Bylaws to conform to the amendments made to the Declaration in this First Amendment with the following underlined language:

2.13. Reserve Analysis. The Management Committee shall cause a reserve analysis to be conducted no less frequently than every six (6) years. The Management Committee shall review and, if necessary, update a previously conducted reserve analysis no less frequently than every three (3) years. The Management Committee may conduct the reserve analysis itself or may engage a reliable person or organization to conduct the analysis.

2.14 The RESERVE AGENCY ACCOUNT, one of two accounts maintained by the Management Committee, may not be used for (i) daily expenses, unless a majority of the members of the Association vote to approve the use of funds in the RESERVE AGENCY ACCOUNT for that purpose; or (ii) for any purpose other than the purpose for which the reserve fund was established.

5. Section 17.2 of the Declaration provides that Units in the Building may not be leased unless the Management Committee grants a hardship exception and in those circumstances, the Committee is limited to fifteen percent (15%) of the Units in the Building. The plain language of this section is inconsistent with the intentions of the majority of the undivided ownership interests and the practice of the Association. Therefore, Section 17.2 is

amended by deleting the phrase “,except in the case of undue hardship as provided below.”
Section 17.2 now reads as follows:

17.2. Regarding Leases, In order to: (a) Protect the equity of the individual property owners at the Bonneville Tower Condominium Project (the “Project”); (b) Carry out the purpose for which the Project was formed by preserving the character of the Project as a residential community of predominantly owner-occupied Units and by preventing the Project from assuming the character of an apartment, renter-occupied complex; and (c) Comply with the eligibility requirements for financing in the secondary mortgage market insofar as such criteria provide that the project be substantially owner-occupied, leasing of a Unit or Units shall be prohibited, unless permission is granted by the Management Committee as described herein. ~~,except in the case of undue hardship as provided below.~~ The Management Committee shall be empowered to allow up to fifteen (15%) percent of the Units in the Project to be leased or occupied by non-owner residents. Any Unit owner who intends to lease his Unit shall submit a written application to the Management Committee requesting permission to do so, which consent shall not be unreasonably withheld so long as at least eighty-five (85%) percent of the Units in the Project are owner occupied. No Unit may be leased without the prior written consent of the Management Committee.

6. Binding Provisions. The provisions of this First Amendment shall be binding upon all persons having right, title or interest in the Building more properly described at Exhibit “A”, or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each Unit Owner thereof.

7. Declaration and Bylaws Remain in Effect. This First Amendment shall be considered supplemental to the Declaration and Bylaws. Except as expressly amended herein, the Declaration and Bylaws shall remain in full force and effect and shall not be cancelled, suspended or otherwise abrogated by the recording of this First Amendment.

8. Effective Date. This First Amendment shall be effective as of the date of its recordation in the official real property records of the Recorder in and for Salt Lake County, Utah.

9. Authority. The President of Association and Chair of the Management Committee executes this First Amendment pursuant to Sections 21 of the Declaration and Sections 4.2 and 10 of the Bylaws.

IN WITNESS WHEREOF, the Association has executed and delivered this First Amendment as of the 13 day of May, 2011.

BONNEVILLE TOWER CONDOMINIUM
ASSOCIATION, INC.



By: Helle LeRette
Its: President

STATE OF UTAH)
 :SS
County of Salt Lake)

On this 13 day of May, 2011, personally appeared before me, Helle LeRette, representative for Bonneville Tower Condominium Association, Inc., the Declarant, who upon oath did swear that she is empowered to sign the foregoing and acknowledged to me that she signed the same of her own free act and deed.



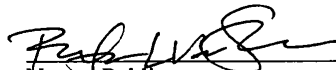

Notary Public

EXHIBIT A
LEGAL DESCRIPTION

ALL LOTS 2 AND 3, BLOCK 3, PLAT "D", SALT LAKE CITY SURVEY.

115 UNITS

TAX PARCEL NOS.

09323620290000	09323620550000	09323620090000	09323620840000
09323620300000	09323620560000	09323620100000	09323620850000
09323620310000	09323620570000	09323620110000	09323620860000
09323620320000	09323620580000	09323620120000	09323620870000
09323620330000	09323620590000	09323620130000	09323620880000
09323620340000	09323620600000	09323620140000	09323620890000
09323620350000	09323620610000	09323620150000	09323620900000
09323620360000	09323620620000	09323620160000	09323620910000
09323620370000	09323620630000	09323620170000	09323620920000
09323620380000	09323620640000	09323620180000	09323620930000
09323620390000	09323620650000	09323620190000	09323620940000
09323620400000	09323620660000	09323620200000	09323620950000
09323620410000	09323620670000	09323620210000	09323621020000
09323620420000	09323620680000	09323620220000	09323621030000
09323620430000	09323620690000	09323620230000	09323621040000
09323620440000	09323620700000	09323620240000	09323621050000
09323620450000	09323620710000	09323620250000	09323621060000
09323620460000	09323620720000	09323620260000	09323621070000
09323620470000	09323620730000	09323620270000	09323621080000
09323620480000	09323620740000	09323620280000	09323621090000
09323620490000	09323620750000	09323620740000	09323621100000
09323620500000	09323620760000	09323620750000	09323621110000
09323620510000	09323620770000	09323620760000	09323621120000
09323620520000	09323620780000	09323620770000	09323621130000
09323620530000	09323620790000	09323620780000	09323621140000
09323620540000	09323620800000	09323620790000	09323621150000
		09323620800000	09323621160000
		09323620810000	
		09323620820000	
		09323620830000	