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\$24.00

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When recorded return to:
Rosemary Conder
President Marmalade HOA
69 Apricot Avenue
Salt Lake City, Utah 84103

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06/26/2015 11:44 PM \$24.00
Book - 10337 Pg - 7030-7034
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
ROSEMARY CONDER
69 APRICOT AVENUE
SLC UT 84103
BY: DDA, DEPUTY - WI 5 P.

AMENDMENTS TO
BY-LAWS
OF
MARMALADE HOMEOWNERS, INC.,

Pursuant to a vote taken during the Annual Meeting of the Marmalade Home Owners Association on June 19, 2015 a majority vote of 3/5ths of the Owners voting adopted amendments to the By-Laws of Marmalade Homeowners, Inc. as follows:

1. Article V Section 5.1 Purposes, is amended to read.

Section 5.1 Purposes:

No owner shall occupy or use any unit, or permit the same or any part thereof to be occupied or used for any purpose other than for residential purposes for the owner and the owner's family. No unit may be rented, leased or occupied to or by a non-family member without the written consent of all unit owners.

2. Article V Section 5.7 Dumping of Garbage, is amended to read.

Section 5.7 Dumping of Garbage:

Except in areas designated by the Management Committee, no unit or any portion of the common area shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Garbage placed in the dumpster provided by the HOA shall be secured by plastic bags. Boxes are required to be flattened and/or broken down to allow complete use of the dumpster by all owners. Loose garbage is not allowed because of odor and litter problems caused by emptying the dumpster. No oversized garbage such as used

furniture shall be left in the area designated for garbage or any common areas. Contractors retained by any owner shall not use the dumpster provided by the HOA to deposit any debris. Owners are requested to notify contractors of this requirement and be responsible for its enforcement. In the event waste removal company refuses to empty the dumpster because of contractor debris or other waste the owner employing such contractor shall be responsible to the HOA for all expenses incurred to remove the debris.

3. Article V Section 5.9 Parking of Vehicles is amended to read:

Section 5.9 Parking of Vehicles

The common area driveway is restricted to parking in designated areas by guests, maintenance, or delivery parking only. NO RESIDENT PARKING!! Owners are to advise contractors or delivery people to park along the east retaining wall or on the street to avoid blocking owner's access. Any damage to trees or other foliage on the common area caused by contractors, delivery people or other workmen shall be the responsibility of the owner requiring the presence of such workmen.

4. Article V Section 5.12 Use of unsold unit is deleted in its entirety and amended to read:

Section 5.12 Use of Common Area court yard and barbeque:

Residents should be informed of any entertaining plans involving the use of the common courtyard to avoid scheduling conflicts. The BBQ, in the courtyard is being converted to propane. All who are interested in using it, will be asked to chip in on the conversion and propane costs. Unit 71, shall be the designated use scheduler and collector of conversion contributions and any propane costs. When you use the BBQ, you will be expected to clean it and the area around it. In the event there are conflicts, a schedule could be developed so residents can work around the time they have been assigned. Also, if you use the patio furniture, please cover it when you are finished to prevent the cushions from getting dirty or bird poop falling on it. Please help keep it tipped up, when it rains to prevent the water from pooling and getting the cushions wet.

5. Article VII Section 7.1 Common Assessments shall be amended to read;

7.1 Payment of Expenses: Each unit owner shall share in any common profits and shall be liable to pay a pro-rata portion of the costs and expenses required and deemed necessary by the Management Committee to manage, maintain and operate the common areas and facilities of the Project. Monthly condo fees are due and payable by the 5th of each month. Such portion to be the same as the percentage of undivided ownership interest in the common areas and facilities appurtenant to the unit owned by the unit owners as set forth in Exhibit "A" to the original by-laws. All payments shall be made by automatic deposit to the Association Treasure without deduction of any off-sets or claims which the owner may have against the Committee, and if any owner fails to pay any installment within one (1) month from the time when the same becomes due, the owner shall pay interest thereon at the rate of 1 ½% per month from the date when such installment shall become due to the date of the payment thereof.

The amendments to the By-Laws of Marmalade Condominium shall take effect upon recording and are adopted as authorized by the By-Laws at Article XII Section 1, and Section 57-8-10 (a) (ii), and (b) UCA and subsection 6 of Section 57-8-10.1 (c) which authorizes "a condominium project in which the initial declaration is recorded before May 12, 2009, unless, on or after May 12, 2015, the association of unit owners: (i) adopts a rental restriction or prohibition.

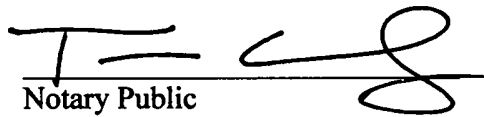
DATED this 26TH day of June, 2015

BY: 

Jerrald D. Conder
Attorney for Marmalade Condominium HOA

Notarization

On this 22nd day of June, 2015 personally appeared before me, Jerrald D. Conder, who acknowledged, that he is the Attorney for Marmalade Condominium HOA and is authorized to file the foregoing amendments to the by-laws, on behalf of the Marmalade Condominium HOA, and who executed the document in my presence.



Notary Public
Residing in Salt Lake County
My Commission expires; 5/4/19



RXLP MARMALADE CONDO				BLK, LOT-QUAR	
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	OBSOLETE?
		U	1	08-36-291-002-0000	
		U	2	08-36-291-003-0000	
		U	3	08-36-291-004-0000	
		U	4	08-36-291-005-0000	
		U	5	08-36-291-006-0000	
		U	AREA	08-36-291-001-0000	

PF5=RXKP PF7=RXAB ENTER=NEXT PF12=PREV PF10=LAST
 LINE DOWN AND ENTER=RXPN PF1=VTDI PF4=RETURN TO RXEN