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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
WESTERN MANAGEMENT ASSOC
4252 S HIGHLAND DR #105
SLC UT 84124
BY: MMP, DEPUTY - WI 17 P.

**FIRST AMENDMENT TO THE
DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
CANYON RANCH CONDOMINIUMS**

RECITALS

1. Canyon Ranch Condominiums was made subject to certain covenants, conditions, and restrictions as contained in the Declaration of Covenants, Conditions, and Restrictions for Canyon Ranch Condominiums recorded with the Salt Lake County Recorder on July 15, 1999 as Entry No. 7413245 ("Declaration").
2. The Canyon Ranch Condominiums Owners Association ("Association") desires to amend the Declaration to eliminate ambiguities, bring it into compliance with applicable laws, and to more effectively govern and protect the Association and Condominium Project.
3. Article XXVII of the Declaration provides that the Declaration may be amended upon the affirmative vote of not less than 67% of the undivided interest in the Common Areas and Facilities and with the approval of not less than 51% of first mortgage holders.
4. At least 67% of the undivided interest in the Common Areas and Facilities and not less than 51% of first mortgage holders have approved the following amendments as provided in Article XXVII.
5. The following Declaration amendments shall run with the land and be binding upon each Unit at Canyon Ranch Condominiums.

AMENDMENTS

Amendment One

Article VII, Section 1(a) of the Declaration is hereby amended to read as follows (the remaining portions of Section 1, (b) through (h), shall remain in full force and effect):

1. Restrictions on Use. The Units and Common Areas and Facilities shall be used and occupied as hereinafter set forth:

(a) Each of the Units shall be occupied primarily as a residence and for no other purpose. No business use and trade may be conducted in or from any Unit unless: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Condominium Project; (c) the business activity does not involve persons coming onto the Condominium Project who do not reside in the Condominium Project or door-to-door solicitation of residents of the Condominium Project; and (d) the business activity is consistent with the residential character of the Condominium Project and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents, as may be determined in the sole discretion of the Management Committee. Notwithstanding the above, the leasing of a Unit shall not be considered a trade or business within the meaning of this Section. Each parking stall shall be used for the parking or storage of one (1) operable vehicle of a size no larger than a standard automobile of 1-ton truck size and for no other purpose. The Common Areas and Facilities shall be used only for the purposes for which they are intended. No storage of boats, trailers, recreational vehicles, commercial vehicles or inoperable vehicles belonging to owners or other is allowed.

Amendment Two

Article VIII of the Declaration is hereby amended to read as follows:

ARTICLE VIII

PERSON TO RECEIVE SERVICE OF PROCESS

The Registered Agent, as listed with the Utah State Department of Commerce, Division of Corporations and Commercial Code, shall be the person to receive service of process for the Association pursuant to Section 57-8-10(2)(d)(iii) of the Act, unless such time as the Management Committee duly appoints a new agent. The Management Committee may execute and record a supplemental declaration solely for the purpose of changing the Agent for Service of Process at any time and without satisfying any procedure otherwise required for a supplemental declaration.

Amendment Three

Article IX, Section I. 1. of the Declaration is hereby amended to read as follows:

1. Nature of and Restriction on Ownership and Use. Each Unit Owner shall have and enjoy the rights and privileges of fee simple ownership of his Unit. Except as noted below, there shall be no requirements concerning who may own Units, it being intended that they may and shall be owned as any other property rights by persons or entities, individually or as joint tenants, so long as no Unit is owned by more than four (4) persons or entities.

Amendment Four

Article IX, Section I. of the Declaration is hereby amended with the addition of the following language numbered as Subsection (5):

5. Lease Restrictions; Rental Cap; Notice of Intent to Lease.

(a) Units being leased when this amendment is recorded with the Salt Lake County Recorder may continue to be leased until: (i) conveyed, transferred, or sold to another Owner; (ii) occupied by the Unit Owner; or (iii) occupied by an officer, owner, member, trustee, beneficiary, director, or person holding a similar position of ownership or control of an entity or trust that holds an ownership interest in the Unit ("Grandfathered Units").

(b) Except as indicated below, a maximum of five (5) Units may be leased at a given time ("Rental Cap"). Grandfathered Units count towards the Rental Cap.

(c) Once the Rental Cap is reached, a Unit may only be leased with prior approval from the Management Committee and under the following exemptions:

- 1) it will be leased to the parent, child, or sibling of the Unit Owner;
- 2) it will be leased because the Unit Owner or the Unit Owner's spouse or life partner has been deployed by a branch of the Armed Forces of the United States;
- 3) it will be leased by a Unit Owner whose employer has relocated the Unit Owner for no less than two years;
- 4) it will be leased by a Unit Owner who is a trust or other entity created for estate planning purposes if the trust or other estate planning

entity was created for the estate of a current resident or the parent, child, or sibling of a current resident; or

5) the Unit Owner receives a hardship waiver from the Management Committee.

a) Hardship waivers may be granted by the Management Committee upon a showing of hardship or practical difficulties arising from unforeseen events such as the death of a Unit Owner's spouse or life partner or difficulties in selling the Unit because of market conditions in the area, disability, employment relocation, or charitable service.

b) The Management Committee has full discretion in granting a hardship waiver, but is under no obligation to do so. No hardship waiver shall be granted by the Management Committee if it would result in having more than ten (10) of the Units being non-Owner occupied.

(d) The Management Committee shall have authority to make and to enforce reasonable rules and regulations in order to enforce this Section, including, without limitation, the creation of a lease waiting list should the Rental Cap be reached, the creation of a lease application form, and the right to impose and collect fines for noncompliance of this Section.

(e) Any Owner who intends to lease his or her Unit shall give notice in writing to the Management Committee of such intention, stating: (i) the name, address, phone number, and email address of the intended tenant and all other adult occupants, (ii) the terms of the proposed transaction, and (iii) such other information as the Management Committee may reasonably require, except for those items prohibited by the Act. The Committee may not unreasonably withhold approval to lease a Unit unless the request would put the Association over the Rental Cap or violate other provisions in this Section.

(f) Any agreement for the leasing, rental, or occupancy of a Unit ("Lease Agreement") shall be in writing and a copy thereof shall be delivered to the Management Committee upon request of the Management Committee.

(g) All Lease Agreements shall provide that the terms of the Lease Agreement shall be subject in all respects to the provisions of the Declaration, Bylaws, and the Association rules and regulations and that any failure by the tenant(s) thereunder to comply with the terms of the foregoing documents shall be a default under the Lease Agreement. If any Lease Agreement does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be a part of the Lease Agreement and binding on the Owners and tenant(s) by virtue of their inclusion in this Declaration. Failure by an Owner to take legal

action against the tenant(s) in violation of the Declaration, Bylaws, or Association rules and regulations within ten (10) days after receipt of written demand to do so from the Management Committee shall entitle the Association, through the Management Committee, to take any and all such action, including eviction, forcible entry, and detainer proceedings, on behalf of said Owner against the tenant. Neither the Association nor any agent retained by the Association shall be liable to the Owner or tenant for any eviction under this Section that is made in good faith. Any expenses incurred by the Association, including attorneys' fees and costs of suit, shall be repaid by such Owner.

(h) No Unit may be leased for transient or hotel purposes, which shall be defined as a Lease Agreement for any period of time less than six (6) months.

(i) No Owner may lease less than the Owner's entire Unit.

(j) As used in this Section, the term "leasing" in any grammatical form means the right to use or occupy a Unit to a non-Owner while no Owner occupies the Unit as their primary residence. Units owned by business entities or trusts shall be considered leased regardless of who occupies the Unit.

Amendment Five

The second paragraph (the first paragraph remains in full force and effect) of Article XV of the Declaration is hereby amended to read as follows:

In assessing Unit Owners for capital improvements, no assessment for a single improvement in the nature of a capital expenditure exceeding the sum of Ten Thousand Dollars (\$10,000) shall be made without the same having been first voted on and approved by at least a majority of Owners present in person or by proxy at a meeting duly called for this purpose. Regular maintenance, repair, and replacement work upon the then existing Common Areas and Facilities may be approved by the Management Committee, without Owner approval, as part of their duties to ensure that the Common Areas and Facilities are properly maintained and in a good state of repair.

Amendment Six

Article XVIII of the Declaration is hereby amended to read as follows:

ARTICLE XVIII

INSURANCE

18.1 Insurance. The Management Committee shall obtain insurance as required in this Declaration, the Act, or other applicable laws. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies. Insurance premiums shall be a Common Expenses.

18.2 Property Insurance.

(a) Hazard Insurance. The Association shall maintain a blanket policy of property insurance covering the entire Project, including the Common Area and Facilities and all buildings including all Units, fixtures, and building services equipment as provided in the Act. The Association may maintain broader coverage if afforded by the insurance contract.

i. The blanket policy shall exclude land and other items not normally and reasonably covered by such policies. The blanket policy shall be an "all in" or "all inclusive" insurance as those terms are used in the insurance industry and shall include insurance for any fixture, improvement, or betterment installed in or to the Unit or any Limited Common Areas or otherwise permanently part of or affixed to Common Areas and Facilities, Units, or Limited Common Areas, including but not limited to floor coverings, cabinets, light fixtures, electrical fixtures, heating and plumbing fixtures, paint, wall coverings, and windows.

ii. At a minimum, the blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by "special form" property coverage.

iii. The blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy (including the Units) at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.

iv. The blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the

insurable property regardless of the cost; and (2) a Replacement Cost Endorsement under which the insurer agrees to pay up to one hundred percent (100%) of the Property's insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an Agreed Amount Endorsement which must waive or eliminate the requirement for coinsurance.

v. Each property policy that the Association is required to maintain shall also contain or provide for the following: (i) "Inflation Guard Endorsement," if available, (ii) "Building Ordinance or Law Endorsement," (the endorsement must provide for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction), and (iii) "Equipment Breakdown," if the project has central heating or cooling or other equipment or other applicable fixtures, equipment, or installation, which shall provide that the insurer's minimum liability per accident at least equals the lesser of two million dollars (\$2,000,000) or the insurable value of the building containing the equipment.

(b) Owner Responsibility for Payment of Deductible. If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of an Owner:

i. the Association's policy provides primary insurance coverage;

ii. notwithstanding Subsection (b)i. above, and subject to Subsection (b)iii. below:

1) the Owner is responsible for the Association's policy deductible; and

2) the Owner's policy, if any, applies to that portion of the loss attributable to the Association's policy deductible.

iii. An Owner that has suffered damage to any combination of a Unit or a Limited Common Area appurtenant to a Unit ("Unit Damage") as part of a loss, resulting from a single event or occurrence, that is covered by the Association's property insurance policy ("a Covered Loss") is responsible for an amount calculated by applying the percentage of total damage resulting in a Covered Loss that is attributable to Unit Damage ("Unit Damage Percentage") for that Unit to the amount of the deductible under the Association's property insurance policy; and

iv. If an Owner does not pay the amount required under Subsection (b)ii. above within 30 days after substantial completion of the repairs to, as applicable, the Unit or the Limited Common Area appurtenant to the Unit, the Association may levy an assessment against the Owner for that amount.

(c) Flood Insurance. If any part of the Project is or comes to be situated in a Special Flood Hazard Area as designated on a Flood Insurance Rate Map, a policy of flood insurance shall be maintained covering the Project, or, at a minimum, that portion of the Project located within the Special Flood Hazard Area. That policy shall cover any machinery and equipment that are not part of a building and all Common Area within the Project ("Insurable Property") in an amount deemed appropriate, but not less than the lesser of: (i) the maximum limit of coverage available under the National Flood Insurance Program for the Insurable Property within any portion of the Project located within a designated flood hazard area; or (ii) one hundred percent (100%) of the insurable value of the Insurable Property. If the Project is not situated in a Special Flood Hazard Area, the Association may nonetheless, in the discretion of the Management Committee, purchase flood insurance to cover water and flooding perils not otherwise covered by blanket property insurance.

(d) Earthquake Insurance. The Association may purchase earthquake insurance as the Management Committee deems appropriate. If the Management Committee elects not to purchase earthquake insurance, a majority vote of the Owners present at an Owners meeting may override the Management Committee's decision to not purchase earthquake insurance, in which event the Management Committee shall purchase earthquake insurance within 60 days of the vote.

(e) Association's Obligation to Segregate Property Insurance Deductible. The Association shall maintain an amount equal to the Association's property insurance policy deductible or \$10,000, whichever is less. This requirement shall not apply to any earthquake or flood insurance deductible.

(f) Association's Right to Not Tender Claims that are Under the Deductible. If, in the exercise of its business judgment, the Management Committee determines that a claim is likely not to exceed the Association's property insurance policy deductible: (a) the Owner's policy is considered the policy for primary coverage to the amount of the Association's policy deductible; (b) an Owner who does not have a policy to cover the Association's property insurance policy deductible is responsible for the loss to the amount of the Association's policy deductible; and (c) the Association need not tender the claim to the Association's insurer.

(g) Notice Requirement for Deductible. The Association shall provide notice to each Owner of the Owner's obligation under Subsection (b) above for the Association's policy deductible and of any change in the amount of the

deductible. If the Association fails to provide notice of the initial deductible, it shall be responsible for the entire deductible in case of any loss. If the Association fails to provide notice of any increase in the deductible, it shall be responsible for paying any increased amount that would otherwise have been assessed to the Owner. The failure to provide notice shall not invalidate or affect any other provision in this Declaration.

- 18.3 Comprehensive General Liability (CGL) Insurance. The Association shall obtain CGL insurance insuring the Association, the agents and employees of the Association, and the Owners, against liability incident to the use, ownership or maintenance of the Common Area or membership in the Association. The coverage limits under such policy shall not be less than Two Million Dollars (\$2,000,000.00) covering all claims for death of or injury to any one person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which should preclude the insurer from denying the claim of an Owner because of the negligence acts of the Association or another Owner.
- 18.4 Director's and Officer's Insurance. The Association shall obtain Directors' and Officers' liability insurance protecting the Management Committee, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Project's Documents, and breach of contract (if available). This policy shall: (1) include coverage for volunteers and employees, (2) include coverage for monetary and non-monetary claims, (3) provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims, and (4) provide coverage for defamation. In the discretion of the Management Committee, the policy may also include coverage for any manager and any employees of the manager and may provide that such coverage is secondary to any other policy that covers the manager or any employees of the manager.
- 18.5 Insurance Coverage for Theft and Embezzlement of Association Funds. The Association shall obtain insurance covering the theft or embezzlement of funds that shall: (1) provide coverage for an amount of not less than the sum of three (3) months' regular assessments in addition to the prior calendar year's highest monthly balance on all operating and reserve funds, and (2) provide coverage for theft or embezzlement of funds by: (a) Officers and Management Committee members of the Association, (b) employees and volunteers of the Association, (c) any manager of the Association, (c) officers, directors, and employees of any manager of the Association, and (d) coverage for acts.

- 18.6 Worker's Compensation Insurance. The Management Committee shall purchase and maintain in effect workers' compensation insurance for all employees of the Association to the extent that such insurance is required by law and as the Management Committee deems appropriate.
- 18.7 Certificates. Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association and upon written request, to any Owner or Mortgagee.
- 18.8 Named Insured. The named insured under any policy of insurance shall be the Association. Each Owner shall also be an insured under all property and CGL insurance policies.
- 18.9 Association has the Right to Negotiate All Claims and Losses and Receive Proceeds. Insurance proceeds for a loss under the Association's property insurance policy are payable to an Insurance Trustee if one is designated, or to the Association, and shall not be payable to a holder of a security interest. An Insurance Trustee, if any is appointed, or the Association shall hold any insurance proceeds in trust for the Association, Owners, and lien holders. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any remaining proceeds after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Units. Each Owner hereby appoints the Association, or any Insurance Trustee, as attorney-in-fact for the purpose of negotiating all losses related thereto, including the collection, receipt of, and appropriate disposition of all insurance proceeds; the execution of releases of liability; and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors, or assigns of the Owner.
- 18.10 Insurance Trustee. In the discretion of the Management Committee or upon written request executed by Owners holding at least 50% of the undivided interests in the Common Areas and Facilities, the Management Committee shall hire and appoint an insurance trustee ("Insurance Trustee"), with whom the Association shall enter into an insurance trust agreement, for the purpose of

exercising such rights under this paragraph as the Owners or Management Committee (as the case may be) shall require.

- 18.11 Owner Act Cannot Void Coverage Under Any Policy. Unless an Owner is acting within the scope of the Owner's authority on behalf of the Association and under direct authorization of the Association, an Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.
- 18.12 Waiver of Subrogation against Owners and Association. All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association and the Owners and their respective agents and employees.
- 18.13 Applicable Law. This Declaration is specifically subjecting the Association to the insurance requirements required by U.C.A. §57-8-43 that became law in 2011, and any amendments thereto and thereafter enacted by law. It is the intent of this provision that any future changes to the insurance laws applicable to condominium associations shall apply to this Association.

Amendment Seven

Article XIX, Section 1 of the Declaration is hereby amended to read as follows:

1. Each Unit Owner shall pay the Management Committee his allocated portion of assessments made by the Association and his allocated portion of the cash requirement to manage and operate the Condominium Project, upon the terms, at the time, and in the manner herein provided without any deduction on account of any set-off or claim which the Owner may have against the Management Committee or Association. If the Unit Owner fails to pay any assessment levied by the Management Committee within ten (10) days of the time when the same becomes due, the Owner shall pay a late fee each month in an amount set by resolution of the Board until the amount owing has been paid in full. In addition, interest shall accrue on any unpaid assessment and its related charges at the rate of 18% per annum. A lien may be filed by the Association anytime after an assessment and its related charges remains unpaid for at least thirty (30) days. The Association may recover all of its attorneys' fees and collection costs, together with interest and late fees, from the delinquent Owner.

Amendment Eight

Article XIX, Section 3 of the Declaration is hereby amended to read as follows:

3. The portion payable with respect to each Unit in and for each year or for a portion of a year shall be a sum equal to the aggregate amount of such cash requirements for such year, or portion of year, determined as aforesaid, multiplied by the fraction of undivided interest in the Common Areas and Facilities appurtenant to such Unit, as shown on Exhibit "C". Such assessments, together with any additional sums accruing under this Declaration, shall be payable monthly or quarterly in advance or in such payments and installments as provided by the Management Committee. A reinvestment fee equal to the then quarterly assessment (or 3 months of the then monthly assessments) shall be paid by each purchaser at the closing settlement for each Unit. Such amount shall be in addition and not in lieu of any pro rata shares of assessments due and adjusted at settlement. The reinvestment fee shall be the personal obligation of the new Owner and shall be secured by a lien as described in Article XIX.

Amendment Nine

Article XXII of the Declaration is hereby amended with the addition of the following language numbered as Section 3:

3. The Management Committee may, by rule or resolution, designate the maintenance responsibilities related to the Limited Common Area backyards and assign maintenance responsibilities, as it deems appropriate, to the Owner of the Unit. In the absence of any such rule or resolution, the following provisions shall apply. The Unit Owners are responsible for the installation of the backyard landscaping, subject to prior approval from the Management Committee who may set landscaping standards. Once installed as approved by the Management Committee, if the Unit Owner so elects, then the Association shall be responsible for the general landscaping maintenance of the Limited Common Area backyards, including the trimming and mowing of the bushes, trees, and grass. If the Owner fails to elect to have the Association perform the general landscaping maintenance work for the backyards, then the Owner is responsible to ensure that the backyards are maintained in the same general upkeep and appearance standards as the rest of the Project and pursuant to any other standards set by the Management Committee. Unit Owners are responsible for removing pet waste from the backyards. If a Unit Owner is not in compliance with the landscaping standards, as determined by the Management Committee, then the Association shall send notice to the Owner giving the Owner at least thirty (30) days to bring the backyard area into

compliance. Failure to perform within the time period requested by the Association shall authorize the Association, without liability of trespass, to enter into the Limited Common Area backyard and perform the needed work. All resulting costs incurred by the Association shall be assessed against the Unit Owner as an individual assessment. The Association shall have all available collection remedies and penalties provided in Article XIX or the Act.

Amendment Ten

Article XXVII of the Declaration is hereby amended to read as follows:

ARTICLE XXVII

AMENDMENT

Except as provided in Article XX, this Declaration may be amended upon the affirmative vote of at least a majority of the undivided interest in the Common Areas and Facilities. Amendments to the Declaration shall be proposed by either a majority of the Management Committee or by Unit Owners holding at least thirty-five percent (35%) of the undivided interest in the Common Areas and Facilities. The proposed amendment must be reduced to writing and must be included in the notice of any meeting at which action is to be taken thereon. Any amendment(s) shall be effective upon recordation in the office of the recorder of Salt Lake County, State of Utah. In such instrument the Management Committee shall certify that the vote required by this Section for amendment has occurred. If a Unit is owned by more than one Unit Owner, the signature of any one Unit Owner shall be sufficient to constitute approval for that Unit under this Section. If a Unit is owned by an entity or trust, the signature of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Unit under this Section. No acknowledgment of any signature shall be required.

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CERTIFICATION

The foregoing amendments were duly approved as required by Article XXVII of the Declaration.

CANYON RANCH CONDOMINIUMS OWNERS ASSOCIATION

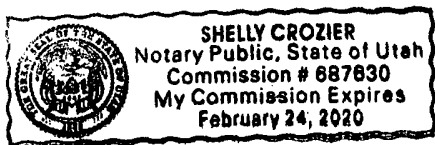
By: David B. Ellis
Its: President

State of Utah)

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County of Salt Lake)

On this 11th day of AUGUST, 2016, personally appeared before me Shelly Crozier, who being by me duly sworn, did say that he is the President of the Canyon Ranch Condominiums Owners Association and that the foregoing information is true and accurate to the best of his knowledge.



[Signature]
NOTARY PUBLIC

EXHIBIT A
24 PARCEL NUMBERS
(23 Units & 1 Common Area Parcel)

22232810010000
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22232810240000 (Common Area)

**FIRST AMENDMENT TO THE
BYLAWS OF
CANYON RANCH CONDOMINIUMS OWNERS ASSOCIATION**

RECITALS

1. The Canyon Ranch Condominiums Owners Association ("Association") is governed by that certain document entitled "Bylaws of Canyon Ranch Condominiums, a Condominium Project" recorded with the Salt Lake County Recorder on July 15, 1999 as Entry No. 7413245, in Book 8294 beginning at Page 3956 ("Bylaws").
2. The Association desires to amend the Bylaws to clarify the manner by which notices of Association Owner meetings may be provided to the Owners.
3. Article VIII of the Bylaws provides that the Bylaws can be amended in the same manner and subject to the same conditions as apply to an amendment to the Declaration.
4. At the time this amendment was voted on by the Owners, the Declaration could be amended upon the affirmative vote of not less than 67% of the undivided interest in the Common Areas and Facilities and with the approval of not less than 51% of first mortgage holders.
5. The following amendment was approved as required above.

AMENDMENT

Article III of the Bylaws is hereby amended to include the following language numbered as Section 3:

3. Notice of Meetings. The Management Committee shall cause written or printed notice of the date, time, and place (and in the case of a special meeting, the purpose or purposes) for all meetings of the Unit Owners. Such written or printed notice shall be delivered to each Unit Owner of record entitled to vote at such meeting not more than sixty (60) nor less than fifteen (15) days prior to the meeting. Such notice may be emailed, hand-delivered, or mailed. If emailed, such notice shall be deemed delivered when sent to the Unit Owner's email address registered with the Association. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Unit Owner at the Unit Owner's address registered with the Association, with first-class postage thereon prepaid. Each Unit Owner shall register with the Association such member's current email address and mailing address for purposes of notice hereunder.

Such registered email and mailing addresses may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a Unit Owner's Unit shall be deemed to be the Unit Owner's registered address and notice to the Unit address may be made by first-class mail or by posting the meeting notice on the front door. An Owner may opt out of receiving notices from the Association via email by giving written notice to the Board of Directors stating that the Owner will not accept notices by way of email.

CERTIFICATION

The foregoing amendment was duly approved as required by Article VIII of the Bylaws.

CANYON RANCH CONDOMINIUMS OWNERS ASSOCIATION

By: David B. Ellis

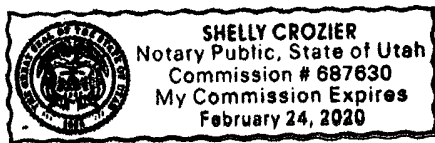
Its: President

State of Utah)

) :ss

County of Salt Lake)

On this 11 day of August, 2016, personally appeared before me Shelly Crozier, who being by me duly sworn, did say that he is the President of the Canyon Ranch Condominiums Owners Association and that the foregoing information is true and accurate to the best of his knowledge.



Shelly Crozier

NOTARY PUBLIC