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WHEN RECORDED, RETURN TO:
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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
DART ADAMSON & DONOVAN
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SLC UT 84111
BY: CRA, DEPUTY - MA 10 P.

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FIRST AMENDMENT TO
DECLARATION ESTABLISHING A CONDOMINIUM PROJECT KNOWN AS:
CHERRY TREE SQUARE

AND

FIRST AMENDMENT TO BYLAWS OF
ASSOCIATE OF HOME OWNERS OF CHERRY TREE SQUARE

This First Amendment to the Declaration Establishing a Condominium Project Known as: Cherry Tree Square ("First Amendment") is made and executed by the unincorporated Association of Home Owners of Cherry Tree Square (the "Association"), on behalf of its current and future Owners, and based upon the results of a vote taken by written ballot and tabulated on the 15th day of May, 2017.

On May 15, 2017, the Owners of the Association also approved by written ballot certain amendments to the Association's Bylaws. Accordingly, the First Amendment to the Bylaws of Association ("First Amendment to Bylaws"), is further made and executed by the duly elected Chairman of the Association on behalf of its current and future Owners.

RECITALS

A. The Association is an unincorporated association of homeowners which is governed by a three-Owner Management Committee pursuant to the Bylaws.

B. The Association, through its Management Committee and pursuant to the Utah Condominium Ownership Act, Utah Code Annotated section 57-8-1, et seq. ("Condo Act"), manages the real property and improvements known as CHERRY TREE SQUARE located in Salt Lake City, Salt Lake County, Utah (the "Property"), in and for the unit Owners.

C. The Property is more particularly described on Exhibit "A" attached hereto and incorporated by reference.

D. The Property was developed by Hanover Ltd., which maintained administrative control of the Property until it transferred maintenance of the Property's Common Areas and Facilities to the Association and governance of the Association to its Management Committee.

E. The Original Declarant caused the recording of the original *Declaration Establishing a Condominium Project Known As: Cherry Tree Square* ("Original Declaration") in the Office of the Salt Lake County Recorder, State of Utah, on July 16, 1973, Entry 2554787, in Book 3373, starting at page 462.

F. The Original Declarant previously filed a record of survey map ("Map") as recorded with the Salt Lake County Recorder and more formally referred to as the Record Survey Map of "Cherry Tree Square" in the Original Declaration.

G. The administration of the Association is governed by a set of Bylaws which were created by the Original Declarant and embodied in a separate instrument that was recorded with the Original Declaration (the "Bylaws").

H. Pursuant to the Original Declaration and the Condo Act, the terms and conditions outlined in the Original Declaration shall run with the land and bind the Property and the Owners owning the eight (8) separate units after the Original Declaration was recorded.

I. Article XI of the Original Declaration further instructs that the Declaration may be amended by the vote of at least 66 2/3% of the total vote of all Owners cast at a duly held meeting of the Association or by written instrument signed and acknowledged by Owners holding 75% of the total votes of the Owners.

J. Based upon the enactment of Section 57-8-39(1)(a)(i)(A) of the Condo Act which provides that no governing document may require a voting threshold for amendments that exceed 67% of the voting interests in the Association, the Original Declaration's 75% voting threshold for amendments approved via written instrument has been codified to be invalid and will therefore be reduced by operation of law to 66 2/3% of the total vote of all Owners in the Association.

K. The Bylaws, on the other hand, do not provide instructions on what voting threshold is required for the amendment of the Bylaws and therefore the requirements of Article XI of the Original Declaration were adopted for the purposes of the amendments outlined in the First Amendment to the Bylaws.

L. In conformity with Section 57-8-39(1)(a)(i)(A) of the Condo Act, the Management Committee sought the affirmative written vote of at least and not more than 66 2/3% of the Owners entitled to cast a vote to approve certain proposed amendments to the Original Declaration and Bylaws.

M. Consistent with the notice provisions of the Bylaws, the Management Committee of the Association duly served notice of the proposed amendments upon the Owners together with a written ballot that included a deadline by which ballots were to have been received so that a quorum could be determined and the number of affirmative votes required to approve the amendments.

N. On May 15, 2017, 87.5% of the Owners of the Association approved by written ballot those certain proposed amendments to the Original Declaration and the Bylaws that are more particularly described below.

O. The Management Committee of the Association has certified the vote and the Chairman of the Association executes and records this First Amendment pursuant to the Condo Act, the Original Declaration and the Bylaws.

NOW, THEREFORE, the Management Committee of the Association which is the successor-in-interest to the Original Declarant under the Original Declaration hereby submits this First Amendment to the Declaration:

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 Original Declaration. The Recitals set forth above shall constitute a portion of the terms of this First Amendment.

2. Article IX. MANAGEMENT COMMITTEE shall be deleted in its entirety and replaced with the following:

ARTICLE IX. MANAGEMENT COMMITTEE; HOA REGISTRY.

A Management Committee shall be established, charged with and having the responsibility and the authority to make and to enforce all of the reasonable rules and regulations covering the operation and maintenance of the Property for the benefit of the Owners. The Management Committee shall maintain the association's registration with the Department of Commerce's "HOA Registry" as long as the Act requires it.

3. Article X. PERSON TO RECEIVE SERVICE shall be deleted in its entirety and replaced with the following:

ARTICLE X. PERSON TO RECEIVE SERVICE.

The Chairman of the association or Chair of the Management Committee is hereby designated to receive notice of process in any action which may be brought relating to the Limited Common Areas and Facilities, the Common Areas and Facilities or more than one Home, unless this person does not reside in the State of Utah, at which point the Secretary of the association shall next be appointed and if that person does not reside in the State of Utah, then the treasurer of the association.

4. Article XI. AMENDMENT shall be deleted in its entirety and replaced with the following:

ARTICLE XI. AMENDMENT.

Except as otherwise provided herein or in the Act, the provisions of this Declaration may be amended by the vote of at least 66 2/3% of the total votes hereunder of all Owners cast (a) in person or by proxy at a meeting duly held in accordance with the provisions of the Bylaws, or (b) by an instrument in writing signed by and acknowledged by the Owner.

No such amendment shall be effective until recorded in the office of the Recorder of Salt Lake County, State of Utah.

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

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

7. 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.

8. Authority. The Chairman of Association executes this Second Amendment on behalf of the Association.


IN WITNESS WHEREOF, the Association, through its Chairman, certifies that pursuant to an affirmative vote by written ballot of the Owners pursuant to Article XI of the Original Declaration, as amended, has executed and delivered this First Amendment as of the 17 day of May, 2017.

ASSOCIATION OF HOME OWNERS OF
CHERRY TREE SQUARE


By: Tom Gacek
Its: Chairman

STATE OF UTAH)
 :SS
County of Salt Lake)

On this 17th day of May, 2017, personally appeared before me, Tom Gacek, Chairman of the Association of Home Owners of Cherry Tree Square, the Declarant, who upon oath did swear that he is empowered to sign the foregoing and acknowledged to me that he signed the same of his own free act and deed.


Notary Public

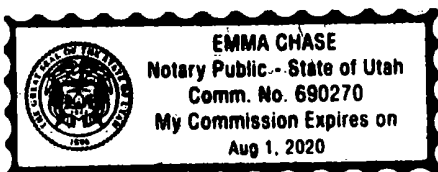


Exhibit "A"

Legal Description of Project
Cherry Tree Square
Salt Lake City, Utah

CHERRY TREE SQUARE CONDOMINIUM PROJECT

LOT 18, HIGHLAND ACRES SUBDIVISION, BEING PART OF THE SE ¼ SE ¼ OF SECTION 21, AND NE ¼ SW ¼ SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

INCLUDES THE FOLLOWING PARCELS (Identified by Tax Parcel Numbers):

<u>Parcel No.</u>	<u>Unit/Parcel</u>	<u>Undivided Interest in Common Areas & Facilities</u>
16214810090	Lot 18, Common Areas and Facilities	
16214810010	2750 Building (Building A), Apt. A	12.5%
16214810020	2750 Building (Building A), Apt. D	12.5%
16214810030	2750 Building (Building A), Apt. B	12.5%
16214810040	2750 Building (Building A), Apt. C	12.5%
16214810050	2760 Building (Building B), Apt. D	12.5%
16214810060	2760 Building (Building B), Apt. A	12.5%
16214810070	2760 Building (Building B), Apt. C	12.5%
16214810080	2760 Building (Building B), Apt. B	12.5%

Exhibit "B"

FIRST AMENDMENT TO BYLAWS OF
ASSOCIATION OF HOME OWNERS OF CHERRY TREE SQUARE

Continue to Next Page

FIRST AMENDMENT TO BYLAWS OF
ASSOCIATION OF HOME OWNERS OF CHERRY TREE SQUARE

This First Amendment to the Bylaws of Association of Home Owners of Cherry Tree Square ("First Amendment") is made and executed by the Chairman of the unincorporated Association of Home Owners of Cherry Tree Square (the "Association"), on behalf of its current and future Owners, and based upon the results of a vote taken by written ballot and tabulated on the 15th day of May, 2017.

RECITALS

- A. The Association is an unincorporated association of homeowners which is governed by a three-Owner Management Committee pursuant to the Bylaws.
- B. The Association, through its Management Committee and pursuant to the Utah Condominium Ownership Act, Utah Code Annotated section 57-8-1, et seq. ("Condo Act"), manages the real property and improvements known as CHERRY TREE SQUARE located in Salt Lake City, Salt Lake County, Utah (the "Property"), in and for the unit Owners.
- C. The administration of the Association is governed by a set of Bylaws which were created by the Original Declarant and embodied in a separate instrument from the Original Declaration.
- D. In conformity with Section 57-8-39(1)(a)(i)(A) of the Condo Act, the Management Committee sought the affirmative written vote of at least and not more than 66 2/3% of the Owners entitled to cast a vote to approve certain proposed amendments to the Original Declaration and Bylaws.
- E. Consistent with the notice provisions of the Bylaws, the Management Committee of the Association duly served notice of the proposed amendments upon the Owners together with a written ballot that included a deadline by which ballots were to have been received so that a quorum could be determined and the number of affirmative votes required to approve the amendments.
- F. On May 15, 2017, 87.5% of the Owners of the Association approved by written ballot those certain proposed amendments to the Bylaws that are more particularly described below.
- G. The Management Committee of the Association has certified the vote and the Chairman of the Association executes and records this First Amendment pursuant to the Condo Act, the Original Declaration and the Bylaws.

NOW, THEREFORE, the Board of Trustees of the Association which is the successor-in-interest to the Original Declarant under the Bylaws hereby submits this First Amendment to the Bylaws:

1. Defined Terms and Status of Recitals. Capitalized terms used and not otherwise defined in this Second 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 Second Amendment.
2. Section 4. MEETING OF THE ASSOCIATION.
 - a. Subsection 4.4. Notices shall be deleted in its entirety and replaced with the following:

SECTION 4. MEETING OF THE ASSOCIATION.

4.4. Notices.

Notices of all meetings may be served personally, by electronic mail (email) or by first class mail at least fifteen (15) days but not more than thirty (30) days prior to such meeting. Any notice of meeting permitted or required shall be in writing, stating the purpose thereof and the time and place, and shall be served on each Owner of record (a) personally, (b) by first class mail at his Home or at such alternate mailing address as the Owner shall have designated by notice in writing to the Management Committee or Manager, or (c) by email to his email address on file. An Owner may, by written demand to the Management Committee or Manager, require notice by mail. Personal delivery, mailing and emailing of a notice shall be considered service of notice.

- b. The first sentence of Subsection 4.6. VOTING shall be amended to read:

4.6. Voting.

Votes may be cast in person or by proxy. ...

- c. Subsection 4.9. Action by Written Ballot is added as follows:

4.9. Action by Written Ballot.

Any action that may be taken at a meeting may be taken without a meeting if the Association delivers a written ballot to every Owner entitled to vote on the matter. The ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the time by which all ballots must be received by the association (and stated on the notice) has passed so that a quorum can be determined and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. For purposes of taking action by written ballot the number of votes cast by written ballot constitute a quorum for action on the matter. The solicitation for votes shall indicate the number of responses needed to meet the quorum requirements, state the percentage of approvals needed to approve each matter other than the election of

Management Committee members, specify the time by which a ballot must be received by the association in order to be counted and be accompanied by written information sufficient to permit each person casting the ballot to reach an informed decision on the matter. Unlike written consents for action without a meeting, a written ballot may not be revoked. Action taken under this section has the same effect as action taken at a meeting of Owners and may be described as such in a document. Owners shall be given at least fifteen (15) days from the day on which the notice is mailed by first-class mail to vote.

3. Section 9. OWNER OBLIGATIONS AND DEFAULTS.

a. Subsection 9.2. Lien for Non-Payment is deleted in its entirety and replaced with the following:

9.2. Lien for Non-Payment.

The amount of any assessment assessed, whether regular or special, or unpaid fine issued to an Owner assuming the conditions of Section 57-8-44 of the Act have been met, plus interest at seven percent (7%), and costs, including reasonable attorney's fees, shall become a lien upon such condominium upon recordation of a notice of assessment as provided in Section 57-8-44 of the Act.

b. Subsection 9.3. Lien Enforcement is deleted in its entirety and replaced with the following:

9.3. Lien Enforcement. Except as provided by Section 57-8-13.1 of the Act, the association may enforce a lien by causing the condominium unit to be sold through nonjudicial foreclosure as though the lien was a deed of trust in the manner provided by Sections 57-8-45, 57-8-46 and 57-8-47 of the Act, or foreclose the lien through a judicial foreclosure in the manner provided by Utah law and Section 57-8-45.

4. Section 23. AMENDMENT is added to the Bylaws as follows:

23. Amendment.

A section of these Bylaws may be amended by the vote of at least 66 2/3% of the total votes hereunder of all Owners cast (a) in person or by proxy at a meeting duly held in accordance with the provisions of the Bylaws, or (b) by an instrument in writing signed by and acknowledged by the Owners. No such amendment shall be effective until recorded in the office of the Recorder of Salt Lake County, State of Utah.

5. Binding Provisions. The provisions of this First Amendment shall be binding upon all persons having right, title or interest in the Property 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.

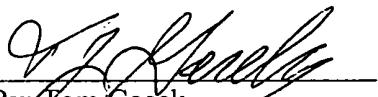
6. Bylaws Remain in Effect. This First Amendment shall be considered supplemental to the Bylaws. Except as expressly amended herein, the Bylaws shall remain in full force and effect and shall not be cancelled, suspended or otherwise abrogated by the recording of this First Amendment.

7. 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.

8. Authority. The Chairman of Association executes this First Amendment pursuant to Article XIII of the Bylaws.

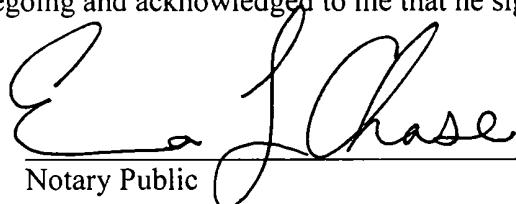
IN WITNESS WHEREOF, the Association, through its Chairman, certifies that pursuant to an affirmative vote by written ballot of the Owners, he executed and delivered this First Amendment as of the 17 day of May, 2017.

ASSOCIATION OF HOME OWNERS OF
CHERRY TREE SQUARE


By: Tom Gacek
Its: Chairman

STATE OF UTAH)
 :SS
County of Salt Lake)

On this 17th day of May, 2017, personally appeared before me, Tom Gacek, Chairman of the Association of Home Owners of Cherry Tree Square, the Declarant, who upon oath did swear that he is empowered to sign the foregoing and acknowledged to me that he signed the same of his own free act and deed.


Notary Public

