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**AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE FRANKLIN PARK CONDOMINIUMS**
(An Expandable Condominium Project)

This amendment to the Declaration of Covenants, Conditions and Restrictions of Franklin Park Condominiums, an Expandable Condominium Project (hereinafter referred to as the "Declaration"), is made as of the date hereinafter set forth by two-thirds of the undivided ownership interest in the Common Areas pursuant to Sections 24 and Sections 27(o) of Article III of the Declaration.

RECITALS

WHEREAS, Utah Armadillo Limited Company (hereinafter referred to as "Declarant") caused the Declaration to be recorded on March 26, 1996, as Entry No. 24694, in Book 3923, at Pages 624-669, in the official records of the Utah County Recorder, and

WHEREAS, an Amendment to the Declaration was recorded by Declarant on November 4, 1996, as Entry No. 90050, in Book 4112, at Pages 832-844, in the official records of the Utah County Recorder, and

WHEREAS, an Amendment to the Declaration was recorded by Declarant on May 20, 1997, as Entry No. 38522, in Book 4274, at Pages 136-141, in the official records of the Utah County Recorder, and

WHEREAS, from the time the Declaration was first recorded until the date of the recording of this amendment, numerous modifications have been made to the Condominium Ownership Act, Utah Code Ann. § 57-8-1 et seq. (the "Act"), and

WHEREAS, the Franklin Park Condominiums Owners Association, Inc. (the "Association"), with the consent of Unit Owners representing two-thirds of the undivided ownership interest in the Common Areas, desires to update the Declaration and the Association Bylaws to be in conformance with the Act, and allow for the modifications of the Act to be effective as to the Association and Franklin Park Condominiums,

AMENDMENT OF DECLARATION

NOW THEREFORE, for the foregoing purposes and pursuant to Sections 24 and 27(o) of Article III of the Declaration, the Management Committee and Unit Owners representing at least two-thirds of the undivided ownership interest in the Common Areas and by eligible mortgage holders who represent at least 51% of the votes of the Unit estates that are subject to mortgages held by eligible holders, hereby declares and certifies as follows:

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JEFFERY SMITH
UTAH COUNTY RECORDER
2013 Jun 03 3:05 pm FEE 161.00 BY ED
RECORDED FOR FRANKLIN PARK HOA

1. **ARTICLE I** of the Declaration shall be amended in the following manner:

- a. Section 3 of Article I is hereby amended by adding the words “Record of Survey Map, Survey Map, or Map may also be referred to as Condominium Plat and either term has the same meaning” at the end of the existing provision. Therefore, section 3 of Article I will read in its entirety as follows:

3. Record of Survey Map, Survey Map, or Map shall mean and refer to the Record of Survey Map filed herewith captioned “Franklin Park Condominium.” Record of Survey Map, Survey Map, or Map may also be referred to as Condominium Plat and either term has the same meaning.

- b. Section 9 of Article I is hereby amended by adding the words “Franklin Park Condominiums Owners Association, Inc., Franklin Park Condominiums Owners Association,” to the beginning of the existing provision, and adding the words “and incorporated into a legal entity as a nonprofit corporation” to the end of the existing provision. Therefore, section 9 of Article I will read in its entirety as follows:

9. Franklin Park Condominiums Owners Association, Inc., Franklin Park Condominiums Owners Association, Franklin Park Condominiums Association, Association of Unit Owners, or the Association shall mean and refer to the Unit Owners acting as a group in accordance with the Declaration and Bylaws and incorporated into a legal entity as a nonprofit corporation.

2. **ARTICLE III** of the Declaration shall be amended in the following manner:

- a. Section 19 of Article III is hereby amended by deleting the words “prior to the conveyance of any Unit” from the end of the first sentence of the existing provision. Therefore, section 19 of Article III will read in its entirety as follows:

19. The Franklin Park Condominiums Association. The conveyance of each Unit and its proportionate share of the Common Areas shall be subject to the covenants, conditions, restrictions, easements, charges and liens as contained in the Declaration and any supplements or amendments thereto recorded in the Office of the County Recorder of Utah County, State of Utah. All Unit Owners in the Condominium Project shall automatically become members of the Franklin Park Condominiums Association which shall elect the Management Committee to maintain and administer facilities, maintain Common Areas in the Project, and enforce the covenants and restrictions imposed in this Declaration and to collect and disburse the assessments and charges created herein. The Franklin Park

Condominiums Association has been established for the benefit of the Unit Owners of the Condominium Project.

- b. Section 22(c) of Article III is hereby amended by adding the words “the Association,” after “Manager” in the first sentence, and including the words “including medical payments insurance covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership or maintenance of the common areas and facilities” to the end of the first sentence. Therefore, section 22(c) of Article III will read in its entirety as follows:
- (c) A policy or policies insuring the Committee, the Manager, the Association, and the Unit Owners against any liability incident to the ownership, use or operation of the Project or of any Unit which may arise among themselves, to the public, and to any invitees or tenants of the Project or of the Unit Owners, including medical payments insurance covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership or maintenance of the common areas and facilities. Limits of liability under such insurance shall be in amounts generally required by private institutional mortgage investors for projects similar in location, construction and use, however, such coverage shall be at least \$1,000,000 for all persons injured in any one accident, and \$1,000,000 for property damage resulting from one occurrence. Such policies shall be issued on a comprehensive basis and shall provide a cross liability endorsement pursuant to which the rights of the named insureds as between themselves are not prejudiced.
- c. Section 24 of Article III is hereby amended by replacing the words “at least two-thirds (2/3)” with “a majority” in the first paragraph of section 24. Therefore, the first paragraph of section 24 of Article III will read in its entirety as follows:
24. Amendments. Except as otherwise provided herein, and subject to the provisions of paragraph (o) of this section 27 below, the vote of Unit Owners representing a majority of the undivided ownership interest in the Common Areas shall be required to amend this Declaration or the Record of Survey Map. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Management Committee. In such instrument, the Committee shall certify that the vote required by this paragraph for amendment has occurred.
- d. Section 24 of Article III is hereby amended by replacing the word “all” located in the last paragraph of section 24 with “two-thirds of the”. Therefore, the last paragraph of section 24 of Article III will read in its entirety as follows:

Notwithstanding any provision herein to the contrary, except as provided herein for the expansion of the Project, the undivided interest of each Unit Owner in the Common Areas and Facilities shall not be altered without the consent of two-thirds of the Unit Owners.

- e. Section 27(a) of Article III is hereby amended by adding the words “The Management Committee shall cause a reserve analysis as defined in Utah Code Ann. § 57-8-7.5(1) to be conducted no less frequently than every six years to determine the amounts necessary for the reserve fund” at the end of the existing provision. Therefore, section 27(a) of Article III will read in its entirety as follows:

(a) An adequate reserve fund for the maintenance, repair and replacement of the Common Areas must be established and shall be funded by the regular annual assessments and shall be paid with the regular monthly installments rather than by special assessments. The Management Committee shall cause a reserve analysis as defined in Utah Code Ann. § 57-8-7.5(1) to be conducted no less frequently than every six years to determine the amounts necessary for the reserve fund.

- f. Section 27(o) of Article III is hereby amended by replacing “67%” with “a majority” in the first sentence, deleting the words “and by eligible mortgage holders who represent at least 51% of the votes of the Unit estates that are subject to mortgages held by eligible holders” from the first sentence, and deleting the last sentence in its entirety. Therefore, section 27(o) will read in its entirety as follows:

(o) Except as provided for expansion of the Project in section 24 above, amendments to the Declaration or Bylaws of a material nature must be agreed to by Unit Owners who represent at least a majority of the total allocated votes in the Association. A change to any of the provisions governing the following would be considered as material: voting rights; increases in assessments that raise the previously assessed amount by more than 25%; assessment liens or the priority of assessment liens; reductions and reserves for maintenance and repairs; reallocation of interest in the general or Limited Common elements, or rights to their use; redefinition of any Unit boundaries or the exclusive easement rights appertaining thereto; convertibility of Units into Common elements or vice versa; expansion or contraction of the Project, or the addition, annexation or withdrawal of property to or from the Project, except as set forth in sections 1, 24, and 35 of this Article; hazard or fidelity insurance requirements; imposition of any

restrictions on the leasing of any Units; imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit; a decision by the Association to establish self-management if professional management has been required previously; restoration or repair of the Project (after damage or partial condemnation) in a manner other than that specified in the Declaration; or any provisions that expressly benefit mortgage holders, insurers or guarantors.

- g. Section 27(p) of Article III is hereby amended by replacing "67%" with "a majority" and deleting the words "by eligible mortgage holders who represent at least 51% of the votes of the Unit estates that are subject to mortgages held by eligible holders and by the Department of Veterans Affairs" in the first sentence, and replacing "67%" with "a majority" and deleting the words "eligible mortgage holders that represent at least 67% of the votes of the mortgaged Units and by the Department of Veterans Affairs" from the last sentence of section 27(p). Therefore, section 27(p) will read in its entirety as follows:

(p) Any action to terminate the legal status of the Project after substantial destruction or condemnation must be agreed to by Unit Owners who represent at least a majority of the total allocated votes in the Association. If the Project is terminated for reasons other than substantial destruction or condemnation of the property, such termination must be agreed to by Unit Owners who represent at least 67% of the total allocated votes in the Association.

- h. The following shall be added as section 27(q) to the existing section 27.

(q) Notwithstanding the other provisions of this section, the Association has a lien on each unit for the following items: an assessment, fees, charges, cost associated with collecting an unpaid assessment, and fines imposed against a Unit Owner. This lien has priority over each other lien and encumbrance on the Unit except for: (a) a lien of encumbrance recorded before the Declaration was recorded, (b) a first or second security interest on the Unit secured by a mortgage or deed of trust that is recorded before notice of lien by or on behalf of the Association, or (c) a lien for real estate taxes or other governmental assessments or charges against the Unit.

- i. The following shall be added as section 37 to Article III.

37. Fee for Payoff Information. Pursuant to Utah Code Ann. § 57-8-6.3, the Association may charge a fee for providing association payoff information needed in connection with the closing of a Unit Owner's financing, refinancing, or sale of the

Owner's Unit. However, such fee may not be required before closing and may not be in excess of \$50.

- j. The following shall be added as section 38 to Article III.

38. Fines for Violations. The Management Committee may assess fines against a Unit Owner for a violation of any rule or regulation stated in the Declaration, Bylaws, or Association rules (a "violation") after notice has been given to the Unit Owner that a fine will be imposed if the violation is not cured within seven days. Unit Owners will be assessed a fee equal to \$50 for their first violation, and will be assessed a fee equal to \$100 for their second violation and every subsequent violation thereafter. Additionally, a late fee of \$25 per month will accrue for any fines not paid within 30 days after they are assessed. The late fee will increase to \$50 per month if the fine is over six months delinquent. However, cumulative fines for a continuing violation may not exceed \$500 per month.

- k. The following shall be added as section 39 to Article III.

39. Arbitration. Disputes between parties dealing with the Declaration, Bylaws, or Association rules shall be submitted to arbitration pursuant to the Utah Uniform Arbitration Act, § 78B-11-101 *et seq.*

- l. The following shall be added as section 40 to Article III.

40. Fair and Reasonable Notice. Notice may be provided by electronic means including text messaging, email, or the website of the Association. Subject to the preceding sentence, notice given by the Association shall be provided by a method allowed under Title 16, Chapter 6a, Utah Revised Nonprofit Corporation Act.

- m. The following shall be added as section 41 to Article III.

41. Termination of Delinquent Unit Owners Rights. The Management Committee may terminate a delinquent Unit Owners right to receive a utility service for which the Unit Owner pays as a common expense, or right of access to and use of recreational facilities. In so doing, the Management Committee must comply with the requirements of the Act, which includes providing notice to the Unit Owner of the pending termination before such rights are terminated.

n. The following shall be added as section 42 to Article III.

42. Payment of Rent to Association. The Management Committee may require a tenant under a lease with a Unit Owner to pay the Association all future lease payments due to the Unit Owner if the Unit Owner fails to pay an assessment for a period of 60 days after the assessment is due and payable beginning with the next periodic payment due from the tenant. The tenant shall continue to pay all future lease payments to the Association until the Association is paid the amount owing. In taking such action, the Management Committee must comply with the requirements of the Act.

3. The following shall be added as **ARTICLE IV** to the Declaration:

ARTICLE IV

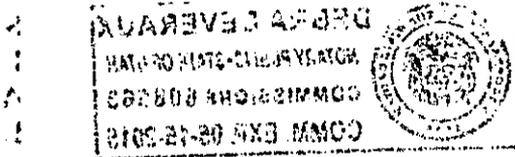
APPOINTMENT OF TRUSTEE AND ENFORCEMENT OF ASSOCIATION LIENS

1. Appointment of Trustee. Pursuant to Utah Code Ann. § 57-8-10(2)(e), Debi Walstad is appointed as a qualified trustee for Franklin Park Condominiums. The Declarant and the Unit Owners hereby convey and a warrant pursuant to Utah Code Ann. §§ 57-1-20 and 57-8-45 to Debi Walstad, with the power of sale, each Unit and all improvements to each Unit for the purpose of securing payment of assessments under the terms of the Declaration.

Additionally, attached as Exhibit J is a substitution of trustee form appointing Debi Walstad as trustee for each Unit of Franklin Park Condominiums pursuant to Utah Code Ann. § 57-8-45(3).

2. Enforcement of Association Lien. A lien by the Association may be enforced by causing a Unit to be sold through non-judicial foreclosure or judicial foreclosure as provided in the Act. However, the Association need not pursue a judicial foreclosure or non-judicial foreclosure to collect an unpaid assessment but may file an action to recover a money judgment for the unpaid assessment without waiving any lien the Association may have.

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APPOINTMENT OF TRUSTEE

Debi Walstad
125 S 1050 W Unit 67
Provo, UT 84601

Debi Walstad is hereby appointed as trustee for the Franklin Park Condominiums, wherein the Unit Owners are considered to be the trustors and Franklin Park Condominiums Owners Association, Inc. is considered to be the beneficiary, in regards to the Declaration filed for record on March 26, 1996, in Book 3923, Page 624-669, Records of Utah County, Utah, together with any amendments thereto.

Legal Description: See Exhibits A – H of the Declaration

The undersigned hereby accepts and acknowledges appointment as the trustee of the Association.

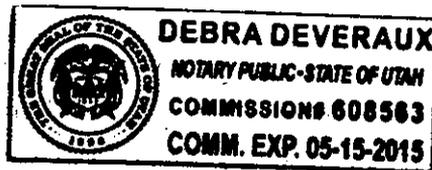
DMWalstad
DMWalstad

Debi Walstad
Appointed Trustee

State of Utah)
County of Utah)
On this 3 day of June, in the year 2013, before me Debra Deveraux,
DAY MONTH YEAR NOTARY PUBLIC NAME
a notary public, personally appeared Deborah Walstad,
NAME OF DOCUMENT SIGNER

proved on the basis of satisfactory evidence to be person(s) whose name(s) is/are subscribed to this instrument, and acknowledged (he/she/they) executed the same. Witness my hand and official seal.

Debra Deveraux
NOTARY PUBLIC



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EXHIBIT "J"

AMENDMENT TO EXHIBIT "I", THE BYLAWS

NOW THEREFORE, for the foregoing purposes and pursuant to Section 24 of Article III of the Declaration, and Section 1 of Article VII of the Bylaws, the Management Committee and Unit Owners representing at least two-thirds of the undivided ownership interest in the Common Areas, hereby declares and certifies as follows:

4. **ARTICLE II** of the Bylaws shall be amended in the following manner:

- a. Section 1 of Article II shall be amended by adding the words "Except as otherwise provided in the Declaration or these Bylaws, if a quorum is present, the vote of a majority of the undivided ownership interest in the Common Areas present at the meeting shall constitute approval of such action" at the end of the existing provision. Therefore, section 1 of Article II will read in its entirety as follows:

1. Voting. Voting shall be on a percentage basis and the percentage of the vote to which the Owner is entitled is the percentage assigned to the Unit or Units in the Declaration. Except as otherwise provided in the Declaration or these Bylaws, if a quorum is present, the vote of a majority of the undivided ownership interest in the Common Areas present at the meeting shall constitute approval of such action.

- b. Section 2 of Article II shall be amended by replacing the words "the presence in person or by proxy of Unit Owners holding sixty-seven percent (67%) of the votes in accordance with the percentage assigned in the Declaration shall constitute a quorum of Unit Owners" with "a quorum of Unit Owners is whatever percentage of Unit Owners appear, either in person or by proxy, to participate in a meeting or vote." Therefore, section 2 of Article II will read in its entirety as follows:

2. Quorum. Except as otherwise provided in these Bylaws, a quorum of Unit Owners is whatever percentage of Unit Owners appear, either in person or by proxy, to participate in a meeting or vote.

5. **ARTICLE III** of the Bylaws shall be amended in the following manner:

- a. Section 5 of Article III shall be amended by replacing the words "at least five (5) but no more than ten (10) days prior to such meeting" with the words "Notice may be provided by electronic means including text messaging, email, or the website of the Association. Subject to the preceding sentence, notice given by the Association shall be provided by a method allowed under Title 16, Chapter 6a, Utah Revised Nonprofit Corporation Act, wherein notice shall be given no less than 10 days before the meeting, but no more than 45 days before the meeting."

Notwithstanding the forgoing, a Unit Owner may, by written demand, require notice to be provided to that Unit Owner by mail.” Therefore, section 5 of Article III will read in its entirety as follows:

5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting stating the purpose thereof as well as the time and place of the meeting, to each Owner of record. Notice may be provided by electronic means including text messaging, email, or the website of the Association. Subject to the preceding sentence, notice given by the Association shall be provided by a method allowed under Title 16, Chapter 6a, Utah Revised Nonprofit Corporation Act, wherein notice shall be given no less than 10 days before the meeting, but no more than 30 days before the meeting. Notwithstanding the forgoing, a Unit Owner may, by written demand, require notice to be provided to that Unit Owner by mail. The mailing of notice in the manner provided in this section shall be considered notice served.

6. **ARTICLE IV** of the Bylaws shall be amended in the following manner:

a. Section 1(a) of Article IV shall be amended by adding the words “of the majority” after the word “consent” in the existing provision. Therefore, section 1(a) of Article IV will read in its entirety as follows:

(a) The authority with the consent of the majority of the Unit Owners or of any other person(s) to grant or create on such terms as it deems advisable, utility and similar easements over, under, across and through the Common Areas.

b. Section 3 of Article IV shall be amended by replacing “shall” with “may” in the last sentence of the second paragraph of the existing section 3, adding the following paragraph after the second paragraph of the existing section 3, but before the third paragraph of existing section 3:

The five or seven individuals with the highest percentage of votes received (depending on whether there are five or seven members of the Management Committee at that time) are elected as the Management Committee.

As well as adding the following paragraph after the last paragraph of the existing section 3.

After the total number of completed Units in the Project reaches 36, and two additional members are added to the Management Committee, the Management Committee may have as few as five members or as many as seven members. If a vacancy arises, the

Management Committee may elect a replacement or may choose to leave the seat vacant until the next annual meeting. The standard is for there to be seven members on the Management Committee, but if a majority vote of the Unit Owners present at the annual meeting decide to only have five members on the Management Committee, then there shall only be five members. However, if the Management Committee only consists of five members, in the event that a vacancy occurs, it must be filled.

Therefore, section 3 of Article IV will read in its entirety as follows:

3. Composition of Committee, Election, Vacancy. The Management Committee shall be composed of five (5) members, with all Committee members elected for a one-year term. Members shall serve on the Committee until their successors are elected. Only Unit Owners or spouses of Unit Owners and officers, directors, agents and employees of Owners other than individuals shall be eligible for Committee Membership.

At the annual meeting of the Association, each Unit Owner may vote his percentage of undivided ownership interest in favor of as many candidates or Committee memberships as there are seats of the Committee to be filled; provided, however, that until Units representing seventy-five (75%) of the undivided ownership interest in the real property subject hereto (including all real property which has been annexed into the Project) shall have been conveyed by Declarant to the purchasers thereof, or the expiration of five (5) years after the first conveyance of title to any Unit purchased, whichever shall first occur, the Declarant alone shall have the right to select the Management Committee or act as the Management Committee itself. However, Declarant may waive that right at any time prior to the occurrence of either or both of the aforesaid events by (1) notifying Unit Owners in writing of such waiver of the right, and (2) filing for record in the Office of the Utah County Recorder a written notice of waiver of the right, whereupon Unit Owners shall promptly hold a meeting to elect a new Management Committee, it being established hereby that the control of the Unit Owners in the Management Committee shall automatically vest thirty (30) days following the date such waiver is recorded by Declarant. In the event a Committee seat which was filled by the Declarant becomes vacant, Declarant has the right to select a replacement member to sit on the Committee for the balance for the term associated with the vacated seat. In all other cases of vacancy, the remaining Committee members may elect a replacement to sit on the Committee until the expiration of the term for which the member being replaced was elected.

The five or seven individuals with the highest percentage of votes received (depending on whether there are five or seven members of the Management Committee at that time) are elected as the Management Committee.

When the total number of completed Units in the Project reaches 36, two additional members shall be added to the Management Committee, making a total of seven (7) members on the Committee. The two additional members shall be appointed by existing members of the Committee and shall hold office until the next annual meeting of the Association.

After the total number of completed Units in the Project reaches 36, and two additional members are added to the Management Committee, the Management Committee may have as few as five members or as many as seven members. If a vacancy arises, the Management Committee may elect a replacement or may choose to leave the seat vacant until the next annual meeting. The standard is for there to be seven members on the Management Committee, but if a majority vote of the Unit Owners present at the annual meeting decide to only have five members on the Management Committee, then there shall only be five members. However, if the Management Committee only consists of five members, in the event that a vacancy occurs, it must be filled.

- c. Section 15 of Article IV shall be amended by adding the words “and Voting” to the heading, and adding the words “the affirmative vote of a majority of the Management Committee present shall constitute the act of the Management Committee” at the end of the existing provision. Therefore, section 15 of Article IV will read in its entirety as follows:

15. Management Committee’s Quorum and Voting. At the meetings of the Management Committee, a majority of the members shall constitute a quorum for the transaction of business and the acts of the quorum shall be the acts of the Management Committee. The affirmative vote of a majority of the Management Committee present shall constitute the act of the Management Committee.

7. **ARTICLE VI** of the Bylaws shall be amended in the following manner:

- a. Section 1(c) of Article VI shall be amended by replacing the words “bear interest at the rate of eighteen percent (18%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date” with the words “be assessed a late fee equal to \$25 if the monthly installment is not paid within thirty

(30) days after the date the monthly installment becomes due. The late fee will increase to \$50 for each monthly installment if the monthly installment is not paid within one-hundred and eighty (180) days after the date the monthly installment becomes due.” Therefore, section 1(c) of Article VI will read in its entirety as follows:

(c) Method, Payment of Assessments, Etc. Annual assessments shall be made on a calendar-year basis. The Committee shall give written notice to each Owner as to the amount of the annual assessment with respect to his Unit not less than thirty (30) days nor more than sixty (60) days prior to the beginning of the next calendar year, provided, however, that the first annual assessment shall be for the balance of the calendar year remaining after the day fixed by the Committee as the date of the commencement of the assessment, which commencement date shall be no later than 60 days after the first Unit is conveyed. Each annual assessment shall be due and payable in monthly installments. Each monthly installment shall be assessed a late fee equal to \$25 if the monthly installment is not paid within thirty (30) days after the date the monthly installment becomes due. The late fee will increase to \$50 for each monthly installment if the monthly installment is not paid within one-hundred and eighty (180) days after the date the monthly installment becomes due. Such monthly installment becomes payable upon the date the Unit Owner purchases his Unit, whether by conveyance of title or entering into a contract of sale and purchase, and thereafter each monthly payment shall be due and payable on the first day of each and every month in advance.

- b. Section 1(e) of Article VI shall be amended by adding the words “or Reserve” to the heading before the word “Fund”, and adding the words “The Working Capital Fund may also be referred to as the Reserve Fund” at the end of the existing provision. Therefore, section 1(e) of Article VI will read in its entirety as follows:

(e) Working Capital or Reserve Fund. The Management Committee shall establish a working capital fund to meet unforeseen expenditures or to purchase any additional equipment or services, with the Declarant providing the initial working capital fund in an amount that is at least equal to two months of estimated common charges for each nit. The Declarant shall be reimbursed for each Unit share of the working capital fund at the time of the sale of each Unit is closed. Any amounts paid into this fund shall not be considered as advance payments of regular assessments. The working capital fund will be transferred to the Association for deposit to a segregated fund when control of the Association is transferred to the Unit Owners. The Declarant may not use the

working capital funds to defray any of its expenses, reserve contributions or construction costs or to make up any budget deficits while it is in control of the Association. The working capital fund may also be referred to as the reserve fund.

- c. Section 1(i) of Article VI shall be amended by replacing the word “shall” with “may” in the second sentence and replacing the word “of” with “or” in the last sentence of the existing provision. Therefore, section 1(i) will read in its entirety as follows:

(i) Personal Obligation Assessments. The amount of any annual or special assessment against any Unit shall be the personal obligation of the Owner thereof to the Management Committee. Suit to recover a money judgment for such personal obligation may be maintained by the Management Committee without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his Unit.

- d. Section 1(j) of Article VI shall be amended by replacing “Ten Dollars (\$10.00)” with “fifty dollars (\$50)” in the first sentence of Section 1(j).
- e. Section 7 of Article VI shall be amended by adding the following as section 7(g) to the existing section 7:

(g) No use of tobacco products shall be allowed inside or within 25 feet of any Unit, the parking structure, or the storage units.

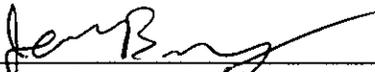
8. **ARTICLE VII** of the Bylaws shall be amended in the following manner:

- a. Section 1 of Article VII shall be amended by replacing the words “two-thirds (67%)” with “a majority” in the first sentence, and deleting the fifth sentence which states “After the Department of Veterans Affairs has approved the Bylaws, amendments to these Bylaws must be approved by the Department of Veterans Affairs.” Therefore, section 1 of Article VII will read in its entirety as follows:

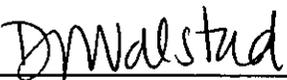
1. Amending Bylaws. These Bylaws may be amended by the Association in a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by Owners representing at least a majority of the total undivided interests in the Common Areas in the Project as shown in the Declaration..

This amendment to the Declaration and Bylaws shall take effect upon it being recorded in the office of the County Recorder of Utah County, State of Utah.

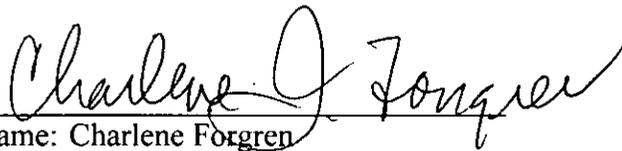
IN WITNESS WHEREOF, the undersigned, constituting the current Management Committee, certifies that the vote required by Sections 24 and 27(o) of Article III of the Declaration and Section 1 of Article VII of the Bylaws occurred, and has caused this instrument to be executed on the 3rd day of June, 2013:


Name: Jeramey Brady
Member of the Management Committee


Name: Allison Wilcox
Member of the Management Committee


Name: Debi Walstad
Member of the Management Committee


Name: Telden Wiseman
Member of the Management Committee


Name: Charlene Forgren
Member of the Management Committee


Name: Keith Jenkins
Member of the Management Committee


Name: Vadra Rowley
Member of the Management Committee