

13-17  
43

When Recorded Return To:

John D. Morris  
McKay, Burton & Thurman  
170 South Main Street, Suite 800  
Salt Lake City, Utah 84101

9572003  
12/05/2005 10:49 AM \$51.00  
Book - 9225 Pg - 8538-8550 A  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
MCKAY BURTON & THURMAN  
170 MAIN ST STE 800  
SLC UT 84101  
BY: SEM, DEPUTY - MA 1/3 P.  
14p.

**AMENDMENT  
TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND OCCUPANCY AND MANAGEMENT AGREEMENT  
HOLLADAY VILLA APARTMENT HOMES**

This Amendment is made and executed this 11th day of November, 2005, by the Management Committee of Holladay Villa Apartment Homes (the "Association").

Recitals

A. The Declaration of Covenants, Conditions and Restrictions and Occupancy and Management Agreement Holladay Villa Apartment Homes is recorded in the Salt Lake County Recorder's office with entry No. 1874221 beginning at Book 1973, Page 35 (the "Declaration").

B. Having obtained the written consent of at least two-thirds of the apartment units, the Management Committee has obtained the approval of the owners to amend the Declaration as allowed in fifth paragraph of Article II.

NOW, THEREFORE, pursuant to the foregoing, the Management Committee hereby makes and executes this amendment to the Declaration, which shall be effective as of its recording date.

1. Amendment #1. The last two paragraphs (the first beginning "Declarant hereby appoints . . ." and the second beginning "Management shall cause its . . .") of page one of the Declaration are amended by deleting the current paragraphs in their entirety, substituting the following:

The Owners shall elect a Management Committee (also referred to as the "Committee") made up of three persons who must all be Owners or the spouses of Owners and at least two of whom must reside in a Unit as their primary residence. This election shall be governed by the Bylaws which are attached hereto as Exhibit A. Each owner shall be bound by and comply with the terms of the Bylaws. The Committee shall have the authority to create and enforce reasonable rules (the "Rules") related to the management of the project, including the power to assess and collect fines and to commence and complete non-judicial foreclosures of units for failing to pay amounts due pursuant to the Declaration, Bylaws, and the Rules. The Committee shall have the authority to hire a professional manager and delegate duties and obligations of the Management Committee in this Declaration to the professional manager. The committee may be referred to herein as "Management".

2. Amendment #2. Article II is amended to add a Seventh paragraph which is as follows:

SEVENTH: The management committee may legally organize the association as an entity pursuant to Utah law, either as nonprofit or profit corporation, limited liability company, or any other entity, as the management committee may decide in its sole discretion. If the association is legally organized as an entity, the legal entity shall enter into all contracts, hold title to property, initiate and defend all lawsuits, and perform all business and operate all aspects of the association. The management committee shall have the authority to adopt, execute, file, and amend any documents necessary to the formation and operation of such entity (except the Bylaws which may be amended as provided in the Bylaws) including determining the terms of such documents, so long as they are consistent with the Declaration and Bylaws and any amendments thereto. These duties may also be delegated to any manager. Upon the organization of such an entity, all bank and financial accounts may be in the name of the entity. The Management Committee shall select the name of the entity in its sole discretion. Any reference to the Association in this Declaration and the Bylaws attached hereto (or any amendment thereto) shall be a reference to the legal entity created pursuant to this section, if any is created.

3. Amendment #3: The Bylaws attached hereto as Exhibit A are hereby added to the Declaration and incorporated therein as Exhibit A to the Declaration.
4. Conflicts. All remaining provisions of the Declaration and any prior amendments not specifically amended in this Amendment shall remain in full force and effect. In the case of any conflict between the provisions of this document and the provisions of the Declaration or any prior amendments, the provisions of this document shall in all respects govern and control.
5. Incorporation and Supplementation of Declaration. This document is supplemental to the Declaration, which by reference is made a part hereof, and all the terms, definitions, covenants, conditions, restrictions, and provisions thereof, unless specifically modified herein, are to apply to this document and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

IN WITNESS WHEREOF, the undersigned hereby submits this Amendment and hereby verifies that the requirements for amending the Declaration were complied with.

The Management Committee of Holladay Villa Apartment  
Homes

By: Lori Farr Schneider

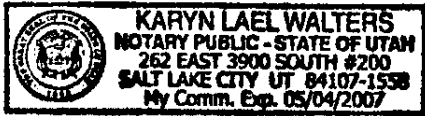
Print Name LORI FARR SCHNEIDER

State of Utah )  
 ) ss.  
County of Salt Lake City )

The foregoing instrument was acknowledged before me this 11 day of November, 2005, by Lori Farr Schneider, who by me being duly sworn, did say that he or she is on the Management Commit and that this instrument was signed on behalf of said Association by authority of the Declaration.

  
Notary Public

(Seal)



**EXHIBIT A**

**BYLAWS**

**OF**

**HOLLADAY VILLA APARTMENT HOMES**

**BYLAWS  
OF  
HOLLADAY VILLA APARTMENT HOMES  
CONDOMINIUM ASSOCIATION**

**ARTICLE I  
DEFINITIONS**

- 1.1 Definitions. Except as otherwise provided herein or as may be required by the context, all terms defined in Declaration of the Project (the "Declaration") shall have such defined meanings when used in these Bylaws.

**ARTICLE II  
OWNERS**

- 2.1 Annual Meetings. The annual meeting of Owners shall be held at last once each calendar year at such location, date, and time that the Management Committee shall designate with not less than forty-five days notice, for the purpose of electing Committee Members and transacting such other business as may come before the meeting. If the election of Committee Members cannot be held on the day designated herein for the annual meeting of the Owners, or at any adjournment thereof, the Management Committee shall cause the election to be held either at a special meeting of the Owners to be convened as soon thereafter as may be convenient or at the next annual meeting of the Owners.
- 2.2 Special Meetings. Special meetings of the Owners may be called by the Management Committee, the President, or upon the written request signed by Owners of not less than eight units. Any written request for a special meeting presented by the Owners shall be delivered to an officer of the Management Committee and shall include the original signature of each Owner affirmatively supporting such request along with a statement of the purpose of the meeting on each page containing signatures. Such written request is to state the purpose or purposes of the meeting and to be delivered to the Management Committee or the President, who shall then call, provide notice of, and conduct a special meeting within 30 days of receipt of the request.
- 2.3 Place of Meetings. The Management Committee may designate any place in the Salt Lake City limits as the place of meeting for any annual meeting or for any special meeting. With a waiver of notice signed by all of the Owners, the Management Committee may designate any place, within the State of Utah, as the place for holding such meeting.
- 2.4 Notice of Meetings. The Management Committee shall cause written or printed notice of

the time and place, and in the case of a special meeting, the purpose or purposes for all meetings of the Owners (whether annual or special) to be delivered, not more than sixty (60) nor less than ten (10) days prior to the meeting, to each Owner of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Owner at the Owner's registered address, with first-class postage thereon prepaid. Each Owner shall register with the Association such Owner's current mailing address for purposes of notice hereunder. Such registered address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a Owner's Unit address shall be deemed to be the Owner's registered address for purposes of notice in this Section.

- 2.5 Owners of Record. For the purpose of determining Owners entitled to notice of or to vote at any meeting of the Owners, or any adjournment thereof, the Management Committee may designate a record date, which shall not be more than sixty (60) nor less than ten (10) days prior to the meeting, for determining Owners entitled to notice of or to vote at any meeting of the Owners. If no record date is designated, the last date on which a notice of the meeting is mailed or delivered shall be deemed to be the record date for determining Owners entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Association on such record date as the Owners of record of Units in the Project shall be deemed to be the Owners of record entitled to notice of and to vote at the meeting of the Owners.
- 2.6 Quorum. At any meeting of the Owners, the presence of at least five Owners shall constitute a quorum for the transaction of business.
- 2.7 Proxies. At each meeting of the Owners, each Owner entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Owner or by the Owner's attorney when duly authorized in writing. If a Unit is jointly owned, the instrument authorizing a proxy to act may be executed by any one (1) owner of such Unit or the Owners' attorneys when duly authorized in writing. Such instrument authorizing a proxy to act shall set forth the specific matters or issues upon which the proxy is authorized to act, and may allow the proxy to vote on any issue arising at any particular meeting or meetings. Such instrument shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.
- 2.8 Votes. With respect to each matter submitted to a vote of the Owners, each Owner entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Unit of such Owner, as shown in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Owners present or represented by proxy at a meeting at which a quorum was initially present shall be

necessary for the adoption of any matter voted on by the Owners, unless a greater proportion is required by the Articles, these Bylaws, the Declaration, or the Act. The election of Committee Members shall be by secret ballot. When more than one (1) Person owns an interest in a Unit, any Person who is the owner may exercise the vote for such Unit on behalf of all Co-Owners of the Unit. In the event of two (2) conflicting votes by Co-Owners of one (1) unit, no vote shall be counted for that Unit. In no event shall fractional votes be exercised in respect to any Unit.

- 2.9 Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, in the form of proxies and the method of ascertaining Owners present, and in the decision and votes of the Management Committee shall be deemed waived if no objection is made either at the meeting or within thirty (30) days of the date of the meeting, or within 30 days of notice of any decision by the Management Committee.
- 2.10 Informal Action by Owners. Any action that is required or permitted to be taken at a meeting of the Owners may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by enough Owners such that the vote would have passed if all of the Owners had been in attendance at a regularly called meeting.

### ARTICLE III MANAGEMENT COMMITTEE

- 3.1 General Powers. The property, affairs and business of the Association shall be managed by the Management Committee. The Management Committee may exercise all of the powers of the Association derived the Declarations, except such powers that the Articles (if any), these Bylaws, and the Declaration vest solely in the Owners.
- 3.2 Number, Tenure and Qualifications. The property, business and affairs of the Association shall be governed and managed by a Management Committee composed of three (3) persons, each of whom must either be an Owner of a Unit, or a spouse of an Owner. Two of the three members must reside at the Project. At each annual meeting, the Owners shall elect for terms of one (1) year each the appropriate number of Committee Members to fill vacancies by expiring terms of Committee Members.
- 3.3 Regular Meetings. The Management Committee shall hold regular meetings at least quarterly, at the discretion of the Management Committee. The Management Committee may designate any place in Salt Lake County, Utah as the place of meeting for any regular meeting called by the Management Committee. A waiver of notice signed by all of the Owners of the Management Committee may designate any place for holding such meeting. If no designation is made, the place of the meeting shall be at the principal office of the Association.

- 3.4 Special Meetings. Special meetings of the Management Committee may be called by or at the request of any Management Committee Member. The person or persons authorized to call special meetings of the Management Committee may fix any place, within the State of Utah, as the place for holding any special meeting of the Management Committee called by such person or persons. Notice of any special meeting shall be given at least five (5) days prior thereto by written notice delivered personally, or mailed to each Committee Member at such Committee Member's registered address. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail so addressed, with first-class postage thereon prepaid. Any Committee Member may waive notice of a meeting.
- 3.5 Quorum and Manner of Acting. A majority of Committee Members shall constitute a quorum for the transaction of business at any meeting of the Management Committee. The act of a majority of the Committee Members present at any meeting at which a quorum is present and for which proper notice was provided to the Committee Members shall be the act of the Management Committee. The Committee Members shall act only as a Management Committee, and individual Owners and members of the Committee shall have no powers as such.
- 3.6 Compensation. No Committee Member shall receive compensation for any services that such Owner may render to the Association as a Committee Member; provided, however, that a Committee Member may be reimbursed for expenses incurred in performance of such duties as a Committee Member to the extent such expenses are approved by the Management Committee unanimously.
- 3.7 Resignation and Removal. A Owner of the Management Committee may resign at any time by delivering a written resignation to any Management Committee member. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Management Committee Member, may be removed at any time, with or without cause, by the affirmative vote of at least nine unit owners at a special meeting of the Owners duly called for such purpose.
- 3.8 Vacancies and Newly Created Committee Memberships. If vacancies shall occur in the Management Committee by reason of the death, resignation or disqualification of a Committee Member, the Committee Members then in office shall continue to act, and such vacancies shall be filled by a vote of the Committee Members then in office, even though less than a quorum, in any way approved by such Committee Members at the meeting. Any vacancy in the Management Committee occurring by reason of removal of a Committee Member by the Owners may be filled by election by the Owners at the meeting at which such Committee Member is removed.
- 3.9 Informal Action by Committee Members. Any action that is required or permitted to be taken at a meeting of the Management Committee, may be taken without a meeting if a



consent in writing, setting forth the action so taken, shall be signed by all of the Committee Members.

#### ARTICLE IV OFFICERS

- 4.1 Officers. The officers of the Association shall be a President, Vice President, and Secretary/Treasurer.
- 4.2 Election, Tenure and Qualifications. The officers of the Association shall be chosen by the Management Committee annually at a regular meeting of the Management Committee. In the event of failure to choose officers at such regular meeting of the Management Committee, officers may be chosen at any regular or special meeting of the Management Committee. Each such officer (whether chosen at a regular meeting of the Management Committee or otherwise) shall hold such office until the next ensuing regular meeting of the Management Committee and until a successor has been chosen and qualified, or until such officer's death, or until resignation, disqualification or removal in the manner provided in these Bylaws, whichever first occurs.
- 4.3 Subordinate Officers. The Management Committee may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Management Committee may from time to time determine. Subordinate officers need not be Committee Members of the Association.
- 4.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any Owner of the Management Committee or to any Managing Agent. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Management Committee at any time, with or without cause.
- 4.5 Vacancies and Newly Created Offices. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Management Committee at any regular or special meeting.
- 4.6 The President. The President shall preside at meetings of the Management Committee and at meetings of the Owners. At the meetings, the President shall have all authority typically granted to the person presiding over the meeting including but not limited to: (1) the right to control the order of the meeting, (2) the right to arrange for the removal of any disruptive Owner or person, (3) the right to impose and enforce reasonable rules and procedures related to the meeting such as those found in "Robert's Rules of Order". The President shall sign on behalf of the Association all conveyances, mortgages, documents

and contracts, and shall do and perform all other acts and things as required by the Management Committee.

- 4.7 The Vice President. The Vice President shall perform all duties of the President when the President is absent or unable or refuses to act at any meeting of the Management Committee or Owners. The Vice President shall perform such other duties as required by the Management Committee.
- 4.8 The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration or any resolution the Management Committee may require such person to keep. The Secretary shall also act in the place and stead of the Vice President in the event of the President's and Vice President's absence or inability or refusal to act. The Secretary shall perform such other duties as required by the Management Committee.
- 4.9 The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Management Committee, and when requested by the President, shall report the state of the finances of the Association at each meeting of the Owners and at any meeting of the Management Committee. The Treasurer shall perform such other duties as required by the Management Committee.
- 4.10 Compensation. No officer shall receive compensation for any services rendered to the Association as an officer; provided, however, that an officer may be reimbursed for expenses incurred in performance of such duties as an officer to the extent such expenses are approved by the unanimous consent of the Management Committee.

## ARTICLE V COMMITTEES

- 5.1 Designation of Committees. The Management Committee may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions and powers. The Ownership of each such committee designated hereunder shall include at least one (1) Committee Member. No Committee Member shall receive compensation for services rendered to the Association as a Committee Member; provided, however, that a Committee Member may be reimbursed for expenses incurred in performance of such duties as a Committee Member to the extent that such expenses are approved by the Management Committee. A Committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Management Committee in a written resolution. The Management Committee may terminate any committee at any time.
- 5.2 Proceeding of Committees. Each committee designated hereunder by the Management Committee may appoint its own presiding and recording officers and may meet at such

places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Management Committee.

- 5.3 Quorum and Manner of Acting. At each meeting of any committee designated hereunder by the Management Committee, the presence of Owners constituting at least a majority of the authorized Ownership of such committee (but in no event less than two (2) Owners) shall constitute a quorum for the transaction of business, and the act of a majority of the Owners present at any meeting at which a quorum is present shall be the act of such committee. The Owners of any committee designated by the Management Committee hereunder shall act only as a committee, and the individual Owners thereof shall have no powers as such. A committee may exercise the authority granted by the Management Committee.
- 5.4 Resignation and Removal. Any Owner of any committee designated hereunder by the Management Committee may resign at any time by delivering a written resignation to the President, the Management Committee, or the presiding officer of the such committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Management Committee may at any time, with or without cause, remove any Owner of any committee designated by it thereunder.
- 5.5 Vacancies. If any vacancy shall occur in any committee designated by the Management Committee due to disqualification, death, resignation, removal, or otherwise, the remaining Owners shall, until the filling of such vacancy by the Management Committee, constitute the then total authorized Ownership of the committee and, provided that two (2) or more Owners are remaining, may continue to act. Such vacancy may be filled at any meeting of the Management Committee.

## ARTICLE VI INDEMNIFICATION

- 6.1 Indemnification. No Committee Member or officer shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of said Committee Member or officer performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Committee Member or officer of the Association, as well as such person's heirs and administrators, from and against any and all claims, judgments and liabilities to which such persons shall become subject, by reason of that Committee Member having heretofore or hereafter been a Committee Member or officer of the Association or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him as such Committee Member or officer, and shall reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that the Association shall have the power to defend such person from all suits or claims; provided further, however, that no

such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's intentional misconduct. The rights accruing to any person under the foregoing provisions of this Section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted. The Association, its Committee Members, officers, employees and agents shall be fully protected in taking any action or making any payment or in refusing so to do in reliance upon the advice of counsel.

- 6.2 Other Indemnification. The indemnification herein provided shall not be deemed exclusive of any other right to indemnification to which any person seeking indemnification may be under any Bylaw, agreement, vote of disinterested Committee Members or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. It is the intent hereof that all Committee Members and officers be and hereby are indemnified to the fullest extent permitted by the laws of the State of Utah and these Bylaws. The indemnification herein provided shall continue as to any person who has ceased to be a Committee Member, officer or employee and shall inure to the benefit of the heirs, executors and administrators of any such person.
- 6.3 Insurance. The Management Committee, in its discretion, may direct that the Association purchase and maintain insurance on behalf of any person who is or was a Committee Member, officer or employee of the Association or is or was serving at the request of the Association as a Committee Member, officer, employee or agent of another association, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against liability under the provisions of this Article VII.
- 6.4 Settlement by Association. The right of any person to be indemnified shall be subject always to the right of the Association by the Management Committee, in lieu of such indemnity, to settle any such claim, action, suit or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

## ARTICLE VII AMENDMENTS

- 7.1 Amendments. Except as otherwise provided by law, the Articles, the Declaration, or by these Bylaws, these Bylaws may be amended, altered or repealed and new Bylaws may be made and adopted by the Owners upon the affirmative written consent of at least eleven (11) owners; provided, however, that such action shall not be effective unless and until a

written instrument setting forth the amended, altered, repealed or new bylaw and a written verification by a member of the Management Committee that the amendment provision was complied with shall have been executed and verified by the current President of the Association and recorded in the office of the County Recorder of Salt Lake County, Utah.

VTAS 270 EAST 4800 SOUTH  
NO NEXT SCREEN EXISTS

TYPE	LOCATION/ADDRESS	PARCEL NUMBER	CITY	ZIP	CRT	TAX	OWNER
A	2270 E MURRAY HOLLADAY #1	22-10-131-002-0000	HL	84117	C	82	BARNEY, KEVIN
A	2270 MURRAY HOLLADAY # 10	22-10-131-011-0000	HL	84117	C	82	SCHNEIDER, LOR
A	2270 MURRAY HOLLADAY # 11	22-10-131-012-0000	HL	84117	C	82	STOCKS, NICCI
A	2270 MURRAY HOLLADAY # 12	22-10-131-013-0000	HL	84117	C	82	FLINT, ESTHER
A	2270 MURRAY HOLLADAY # 13	22-10-131-014-0000	HL	84117	C	82	BJORN, KAJ F &
A	2270 MURRAY HOLLADAY # 14	22-10-131-015-0000	HL	84117	C	82	GINES, CANDY L
A	2270 MURRAY HOLLADAY # 15	22-10-131-016-0000	HL	84117	C	82	DIBB, DURELL &
A	2270 MURRAY HOLLADAY # 16	22-10-131-017-0000	HL	84117	C	82	TILELLI, KAREN
A	2270 E MURRAY HOLLADAY #2	22-10-131-003-0000	HL	84117	C	82	KAUFMAN, LAURI
A	2270 E MURRAY HOLLADAY #3	22-10-131-004-0000	HL	84117	C	82	VANFLEET, KRIS
A	2270 E MURRAY HOLLADAY #4	22-10-131-005-0000	HL	84117	C	82	BOND, DON L; E
A	2270 E MURRAY HOLLADAY #5	22-10-131-006-0000	HL	84117	C	82	BELL, MELANIE
A	2270 E MURRAY HOLLADAY #6	22-10-131-007-0000	HL	84117	C	82	CHAPMAN, CRAIG
A	2270 E MURRAY HOLLADAY #7	22-10-131-008-0000	HL	84117	C	82	CHILDS, ROLLEE
A	2270 E MURRAY HOLLADAY #8	22-10-131-009-0000	HL	84117	C	82	KAUFFMAN, NORM
A	2270 E MURRAY HOLLADAY #9	22-10-131-010-0000	HL	84117	C	82	ROGERS, MARY E

PF: 2=FWRD 7=RXMENU 12=BACK

POSITION CURSOR TO PARCEL PF: 1=VTAU 4=VTDI