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RECORDER, SALT LAKE COUNTY, UTAH
JAMES BLAKESLEY
1305 N COMMERCE DR STE 230
SARATOGA SPRINGS UT 84045
BY: ZJM, DEPUTY - MI 7 P.

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WHEN RECORDED RETURN TO:
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1305 N. Commerce Drive, Suite 230
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**AMENDMENT TO RESTATED AND AMENDED DECLARATION OF
CONDOMINIUM
AND
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
OAK HILLS GARDENS CONDOMINIUM**

This Amendment to Restated and Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Oak Hills Gardens Condominium is made and executed by the Oak Hills Gardens Homeowners Association, Inc. of 1020 Oak Hills Way, Salt Lake City, Utah 84108 (the "Association").

RECITALS

A. The Restated and Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Oak Hills Gardens Condominium was recorded in the office of the County Recorder of Salt Lake County, Utah on April 21, 1998 as Entry No. 6936558 in Book 7952 at Page 1478 of the official records (the "Declaration").

B. This document affects the real property located in Salt Lake County, Utah, described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference (the "Property").

C. All of the voting requirements to amend the Declaration have been satisfied.

D. The Association is the managing agent of the Owners of the Property.

E. The Association desires to change Article 10, the insurance and indemnity provisions, of the Declaration.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Unit Owners thereof, the Association hereby executes this Amendment to Restated and Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Oak Hills Gardens Condominium for and on behalf of and for the benefit of all of the Unit Owners.

1. Article 10 of the Declaration is hereby deleted in its entirety and the following provisions are substituted in lieu thereof:

ARTICLE 10. INSURANCE AND INDEMNITY

10.1 Authority to Purchase. The Association shall have the authority to and shall obtain, to the extent reasonably available, the insurance specified in this Article; provided, however, anything to the contrary notwithstanding, the Association shall always comply with the insurance requirements of the Utah Condominium Ownership Act, Section 57-8-29 (2000).

10.2 Hazard Insurance. The Association will obtain insurance against loss or damage by fire and other hazards for: (a) all Common Areas and (b) all Buildings including any improvement which is a permanent part of a Building. The insurance coverage shall be written on the property in the name of the OAK HILLS GARDENS CONDOMINIUM ASSOCIATION, as trustee for each of the Unit Owners in the percentages established in this Declaration. Blanket property insurance shall be provided using the standard "Special" or "All Risk" building form. Coverage shall be based upon 100% of the current replacement cost exclusive of land, excavations, foundations and other items normally excluded from such property policies. Such master policy of property insurance shall contain an Agreed Amount endorsement or its equivalent, if available, or an Inflation Guard Endorsement, together with such endorsements as the Association deems appropriate to protect the Association and the Owners. For purposes of this subsection, the term "casualty insurance" shall not mean or refer to "earthquake" "flood", or other special risks not included in the standard "Special" or "All Risk" building form. The Association may purchase a "property insurance" policy with a deductible up to \$10,000.00.

10.3 Comprehensive Public Liability Insurance. The Association shall obtain comprehensive general liability insurance insuring the Association, the agents and employees of the Association, the Owners and Occupants, and the respective family members, guests and invitees of the Owners and Occupants, against liability incident to the use, ownership, or maintenance of the Common Areas or membership in the Association. The limits of such insurance shall not be less than \$1,000,000.00 covering all claims for death of or injury to any one person and/or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner or Occupant. Such insurance shall also include protection against liability for non-owned and hired automobiles. Such insurance must provide that, despite any provisions giving the carrier the right to elect to restore damage in lieu of a cash settlement, such option shall not be exercisable without the approval of the Association. The Board of Directors may adjust the amount of the insurance carried under this subsection from time to time.

10.4 Worker's Compensation Insurance. The Association shall obtain worker's compensation insurance for all employees of the Association to the extent that such insurance is required by law.

10.5 Fidelity Insurance or Bond. The Association may obtain fidelity coverage against dishonest acts on the part of directors, officers, employees, agents, manager or volunteers who handle or who are responsible for handling the funds of the Association. Such coverage shall be written in an amount determined by the Board of Directors, and shall contain waivers of any

defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

10.6 Premiums. The insurance premiums shall be a Common Expense.

10.7 Policy Provisions.

10.7.1 Certificate of Insurance. Any insurer that has issued an insurance policy to the Association under this Article shall also issue a certificate of insurance or evidence of property insurance, upon request, to any Owner or Lender.

10.7.2 Named Insured. The named insured under any policy of insurance shall be the Association, as trustee for the Owners, or its authorized representative, including any trustee with which the Association may enter into any Insurance Trust Agreement, or any successor trustee, each of which shall be referred to as the "Insurance Trustee" who shall have exclusive authority to negotiate losses under the policies. The policy shall provide coverage with respect to any such liability arising out of his or her interest in the Common Areas or membership in the Association. Each Owner hereby appoints the Association, or any Insurance Trustee, as attorney in-fact for the purpose of purchasing and maintaining insurance required by this Article, and adjustment of all losses related thereto, including the collection and appropriate disposition of all insurance proceeds, the negotiation of all losses and execution of releases of liability, the execution of all documents and the performance of all other acts necessary to administer such insurance. The Association shall receive, hold, or otherwise properly dispose of any proceeds of insurance in trust for the Owners and their Lenders, as their interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors or assigns of an Owner.

10.7.3 No Limitation of Coverage. Coverage may not be limited by (a) any act or neglect by Owners or Occupants which is not within the control of the Association; or (b) any failure of the Association to comply with any warranty or condition regarding any portion of the Project over which the Association has no control.

10.7.4 Notice of Cancellation. Coverage may not be canceled or substantially modified (including cancellation for nonpayment of premiums) and the insurer may not refuse to renew the policy without at least thirty (30) days prior written notice to the Association and all Lenders, and to any Owner to whom a certificate has been issued.

10.8 Waiver. Each Owner, by virtue of his acceptance of a deed or other document of conveyance, hereby waives any and all right of recovery against the officers, employees, agents and representatives of the Association, and against any Owners on account of loss or damage occasioned to such waiving party or its property or the property of others under its control to the extent the claim is covered by insurance.

10.9 Supplemental Insurance. The Board of Directors may obtain such other policies of insurance or endorsements in the name of the Association as the Board deems

appropriate to protect the Association and Owners. The Board of Directors shall obtain director's and officer's liability insurance for officers and directors of the Association. Notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood, earthquake and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for condominium projects established by Federal National Mortgage Association and Government National Mortgage Association, so long as either is a mortgagee or Owner of a Unit, except to the extent such coverage is not available or has been waived in writing by Federal National Mortgage Association or Government National Mortgage Association.

10.10 Unit Owner Obligation. This obligation and right of the Association to purchase insurance coverage as set forth herein does not preclude the right of each Unit Owner to insure his own Unit for his benefit. Each Owner may obtain property insurance against loss or damage for His Unit. Each owner shall purchase "Comprehensive Public Liability Insurance" and shall provide the Association with a Certificate of Insurance upon request. The insurance premium shall be an individual expense.

2. The effective date of this Amendment is the date it is recorded in the office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, the Association has executed this instrument the 13 day of December, 2006.

OAK HILLS GARDENS HOMEOWNERS ASSOCIATION, INC.

By: Bruce Sorenson
Name: Bruce Sorenson
Title: President

STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

On the 13th day of December, 2006, personally appeared before me Bruce Sorenson, who by me being duly sworn, did say that s/he is the President of the Oak Hills Gardens Homeowners Association, Inc., and that the within and foregoing instrument was signed in behalf of said Association by authority of a resolution of its Board of Directors, and said Bruce Sorenson duly acknowledged to me that said Association executed the same.

Troy E. Hanson
NOTARY PUBLIC
Residing At:
Commission Expires:

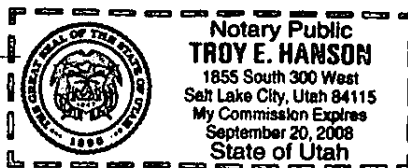


Exhibit "A"
LEGAL DESCRIPTION
OAK HILLS GARDENS CONDOMINIUM

The land described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

RXLP OAK HILLS GARDENS CONDO			BLK, LOT-QUAR		OBSOLETE?
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	
		U	A1	16-11-301-002-0000	NO
		U	A2	16-11-301-003-0000	NO
		U	A3	16-11-301-004-0000	NO
		U	A4	16-11-301-005-0000	NO
		U	B1	16-11-301-006-0000	NO
		U	B2	16-11-301-007-0000	NO
		U	B3	16-11-301-008-0000	NO
		U	B4	16-11-301-009-0000	NO
		U	B5	16-11-301-010-0000	NO
		U	B6	16-11-301-011-0000	NO
		U	C1	16-11-301-012-0000	NO
		U	C2	16-11-301-013-0000	NO
		U	C3	16-11-301-014-0000	NO
		U	C4	16-11-301-015-0000	NO
		U	D1	16-11-301-016-0000	NO
		U	D2	16-11-301-017-0000	NO
		U	D3	16-11-301-018-0000	NO
		U	D4	16-11-301-019-0000	NO
		U	E1	16-11-301-020-0000	NO

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN
 PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP OAK HILLS GARDENS CONDO
B FLG BLK/BLDG IND FLG

BLK, LOT-QUAR
PARCEL NUMBER

OBSOLETE?

U	E1	16-11-301-020-0000	NO
U	E2	16-11-301-021-0000	NO
U	E3	16-11-301-022-0000	NO
U	E4	16-11-301-023-0000	NO
U	E5	16-11-301-024-0000	NO
U	E6	16-11-301-025-0000	NO
U	F1	16-11-301-026-0000	NO
U	F2	16-11-301-027-0000	NO
U	F3	16-11-301-028-0000	NO
U	F4	16-11-301-029-0000	NO
U	G1	16-11-301-030-0000	NO
U	G2	16-11-301-031-0000	NO
U	G3	16-11-301-032-0000	NO
U	G4	16-11-301-033-0000	NO
U	AREA	16-11-301-034-0000	NO

PF1=VTDI PF5=RKPK PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN
PF4=RETURN TO RXEN PF10=LAST RECORDS