

6-34

8596579

Amendments to the Sugar Creek Condominiums Declaration and Bylaws presented on March 27, 2003 in a regular meeting (12 units represented) which was rescheduled from the original regular meeting held March 5, 2003 (11 units represented) due to insufficient representatives to form a quorum.

3.17.3.15.1 Red Zones. In order to provide necessary and required access to the complex for emergency vehicles and to allow owners unrestricted access in and out of the property, the Management Committee shall have sole authority to designate red zones within the complex boundaries. These zones shall be considered no parking zones for all vehicles, with the exception of emergency services vehicles and vehicles being used by utility providers while performing service to the complex or the surrounding areas. The designation of these red zones does not diminish, decrease and/or eliminate any restrictions or definitions as listed in section 3.17.3.15.

3.17.3.15.2 Removal of Vehicles. The Management Committee, in its sole discretion, shall have the power and authority to have removed, towed, and/or impounded any motor vehicle or trailer as described in section 3.17.3.15, that is in violation of the Rules and Regulations set forth in the Act, this Declaration, and/or the Bylaws. All costs and/or associated fees related to this action are to be the sole responsibility of the owner of said vehicle. Neither the Management Committee nor the Association shall be held responsible for any damages which may occur to said vehicle or any inconveniences or loss of service/ functionality to any related party as a result of this action.

3.20.2.11 The power and authority to set, assign and/or collect administrative/service fees related to, but not limited to, delinquent payments and payments returned as having insufficient funds.

3.23.4.1 Grace Periods. Assessments are due in full each and every month. The due date for the assessment shall be the 1<sup>st</sup> calendar day of the month subsequent to the month for which the dues are intended. A grace period of 10 calendar days following the due date shall be given where payment of the assessment for the previous month may be made in full without incurring a late fee.

3.23.4.2 Late Fees. If the assessment has not been received by the Management Committee, or an assignee designated by the Management Committee, before the 11<sup>th</sup> calendar day of the month in which the assessment is due, the assessment shall be considered delinquent and a separate late fee, not to exceed 15% of the delinquent balance, will be levied against the Unit Owner for each month where an assessment is past due.

3.23.12 Reserve Fund. A fund shall be created, the purpose of which is to provide a cash reserve to supplement the normal operating fund in the event that the funds available in the normal operating fund of the Association are insufficient to meet the financial demands of the Association.

3.23.13 Funding of the Reserve Fund. Funding for the Reserve Fund shall be in the form of a special assessment to each unit owner based on their respective percentage interest set

forth in Exhibit "D" and shall be due in full within 14 calendar days of the Unit owner becoming the Owner of a Unit. The amount responsible by each unit owner shall be the amount equivalent to one sixth of the annual Association Assessment determined according to the procedures set forth in section 3.23.1. Assessments specified in this sub-section are separate from and do not diminish, decrease and/or eliminate the total annual Association Assessment due as determined in section 3.23.1 or the responsibility of the Unit Owner to pay said assessments. Assessments made to this fund on or after June 1, 2003 are not refundable. Assessments made to this fund prior to June 1, 2003 are refundable to the Unit Owner at such a time as said party shall no longer be the Owner of the Unit as determined by section 1.26.

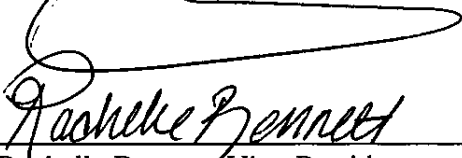
3.34.1 The Managing Member/Agent shall be the President of the Management Committee. In the event that the President is unable to perform the duties of the Managing Member/Agent, the Vice-President, or another member of the Management Committee designated by the President, shall assume the responsibilities of the Managing Member/Agent until such time as the President is able to resume the duties of said position.

We, the Management Committee of Sugar Creek Condominiums, do affirm that the above amendments to the Declaration were approved in accordance with the provisions set forth in the Declaration and Bylaws.




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Michael D. Jones, President



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Rachelle Bennett, Vice-President



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Amanda Snow, Secretary

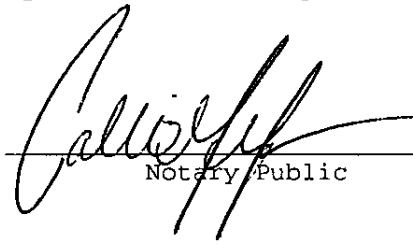


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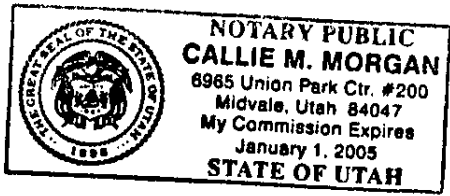
Ann Schliep, Treasurer

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

On the 3rd day of April, 2003, personally appeared before me MICHAEL D. JONES, RACHELLE BENNETT, AMANDA SNOW & ANN SCHLEIP, the signer(s) of the above instrument, who duly acknowledged to me that they executed the same.

  
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Notary Public

My Commission Expires:  
Residing at: Midvale, Utah



BK8771PG0107

Units 101-104 in Building 1, Units 201-204 in Building 2, Units 301-304 in Building 3, Units 401-404 in Building 4, Units 501-504 in Building 5, Units 601-604 in Building 6, Units 701-704 in Building 7, Units 801-804 in Building 8, Unit 901 in Building 9, contained within the SUGAR CREEK CONDOMINIUMS, a Utah condominium project as identified in the Record of Survey Map recorded January 22, 2001 as Entry No. 7803298, in Book 2001P, at Page 9 of Plats, (as said Record of Survey Map may have been amended and/or supplemented) and as further defined and described in the Declaration of Condominium of the SUGAR CREEK CONDOMINIUMS, recorded January 22, 2001 as Entry No. 7803299, in Book 8416, at Page 9280 (as said Declaration may have been amended and/or supplemented) in the Office of the Recorder of Salt Lake County, Utah.

Together with the appurtenant undivided interest in and to the common areas and facilities more particularly described in said Declaration and any amendments and/or supplements thereto.

BK 8771 PG 108

RXLP SUGAR CREEK CONDO

BLK, LOT-QUAR

B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	OBSOLETE?
		U	AREA	21-34-179-036-0000	NO
		U	PRCL1	21-34-179-035-0000	NO
B	1	U	101	21-34-179-002-0000	NO
B	1	U	102	21-34-179-003-0000	NO
B	1	U	103	21-34-179-004-0000	NO
B	1	U	104	21-34-179-005-0000	NO
B	2	U	201	21-34-179-006-0000	NO
B	2	U	202	21-34-179-007-0000	NO
B	2	U	203	21-34-179-008-0000	NO
B	2	U	204	21-34-179-009-0000	NO
B	3	U	301	21-34-179-010-0000	NO
B	3	U	302	21-34-179-011-0000	NO
B	3	U	303	21-34-179-012-0000	NO
B	3	U	304	21-34-179-013-0000	NO
B	4	U	401	21-34-179-014-0000	NO
B	4	U	402	21-34-179-015-0000	NO
B	4	U	403	21-34-179-016-0000	NO
B	4	U	404	21-34-179-017-0000	NO
B	5	U	501	21-34-179-018-0000	NO
B	5	U	502	21-34-179-019-0000	NO

PF1=VTDI PF5=RXKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN

## RXLP SUGAR CREEK CONDO

## BLK, LOT-QUAR

B	FLG	BLK/BLDG	IND	FLG	LOT/QUAR	PARCEL NUMBER	OBSOLETE?
B		5		U	503	21-34-179-020-0000	NO
B		5		U	504	21-34-179-021-0000	NO
B		6		U	601	21-34-179-022-0000	NO
B		6		U	602	21-34-179-023-0000	NO
B		6		U	603	21-34-179-024-0000	NO
B		6		U	604	21-34-179-025-0000	NO
B		7		U	701	21-34-179-026-0000	NO
B		7		U	702	21-34-179-027-0000	NO
B		7		U	703	21-34-179-028-0000	NO
B		7		U	704	21-34-179-029-0000	NO
B		8		U	801	21-34-179-030-0000	NO
B		8		U	802	21-34-179-031-0000	NO
B		8		U	803	21-34-179-032-0000	NO
B		8		U	804	21-34-179-033-0000	NO
B		9		U	901	21-34-179-034-0000	NO

PF1=VTDI PF5=RXKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN

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 04/03/2003 11:16 AM 54.00  
 Book - 8771 Pg - 105-110  
 GARY W. OTT  
 RECORDER, SALT LAKE COUNTY, UTAH  
 MERRILL TITLE  
 BY: HNP, DEPUTY - WI 6 P.

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