WHEN RECORDED RETURN TO: James R. Blakesley Attorney at Law 1305 N. Commerce Drive, Suite 230 Saratoga Springs, Utah 84045 (801) 766-1968 10705451 05/18/2009 03:20 PM \$177.00 Book - 9724 P9 - 3584-3600 GARY W. OTT RECORDER, SALT LAKE COUNTY, UTAH JAMES R BLAKESLEY 1305 N COMMERCE DR STE 230 SARATOGA SPRINGS UT 84045 BY: TMW, DEPUTY - WI 17 P.

AMENDMENT TO DECLARATION OF CONDOMINIUM FOR STONE HAVEN CONDOMINIUMS

This Amendment to Declaration of Condominium for Stone Haven Condominiums is made and executed by the Stone Haven Homeowners Association, of 1208 East Privet Drive, Cottonwood Heights, UT 84121 (the "Association").

RECITALS

- A. The Declaration of Condominium for Stone Haven Condominiums was recorded in the office of the County Recorder of Salt Lake County, Utah on February 11, 2002 as Entry No. 8147971 in Book 8565 at Page 2451 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 the rental restrictions, pets, cable, and satellite dishes and owner occupancy 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 Declaration of Condominium for Stone Haven Condominiums for and on behalf of and for the benefit of all of the Unit Owners.

- 1. Section 14.6 of the Declaration is hereby deleted in its entirety and the following provision is substituted in lieu thereof:
 - 14.6 <u>Pets.</u> No pets, animals, livestock, or poultry of any kind shall be bred in, at, or on the Stone Haven Condominium project. One (1) domestic pet per Unit is allowed. No pet weighing more than 25 pounds is permitted. All pets must be properly licensed and registered with the appropriate governmental agency, abide by all pet rules and regulations

adopted by the Board of Directors from time to time. Pets may not create or maintain a nuisance. The following acts of a pet shall be considered a nuisance: (a) it causes damage to the property of anyone other than its Owner; (b) it causes unreasonable fouling of the air by odors; (c) it causes unsanitary conditions; (d) it defecates in the Common Area and pet owner fails to immediately clean-up and dispose of the feces; (e) it barks, whines, howls, or makes other disturbing noises in an excessive, continuous. or untimely fashion; or (f) it molests or harasses passersby by lunging at them or chasing passing vehicles; or (g) it defecates in the Common Area and the pet owner fails to immediately clean-up and dispose of the feces. Pets may not be tied or tethered in the Common Area. The Board of Directors may require a reasonable pet deposit, pet registration and/or a pet registration fee. Pet registration fees are non-refundable. The pet deposit shall be used to pay for or offset property damage, the cost of any bodily injury caused by the pet, or fines incurred by the pet owner. When a pet owner moves, the balance of the pet deposit shall be returned to the pet owner within thirty (30) days after receipt of his or her forwarding address. A pet or pet owner who violates this section or any of the pet rules, and if the pet owner fails to cure the default within ten (10) days after written notice, then he or she shall upon delivery of written notice from the Board of Directors permanently remove the pet from the Stone Haven Condominium project, and the failure to do so shall entitle the Association to pursue its formal remedies for injunctive relief and damages, including a reasonable attorney's fee, without further notice. The Association may require a pet deposit or a pet registration fee; provided, however, all pets residing in a Unit when this provision is recorded or December 1, 2008, which ever last occurs shall be grandfathered and exempted from the requirements of the pet registration, pet registration fee, or pet deposit.

- 2. Section 14 of the Declaration is hereby amended to add the following new subsection:
 - 14.13 <u>Rental Restrictions</u>. There are 132 Units at Stone Haven Condominium. At least 111 Units shall be owner-occupied at all times. The Board of Directors may allow up to 21 of the Units to be leased, rented, or occupied by non-owner occupants.
 - a. This will allow the Association to:
 - 1. Protect the equity of the individual property owners at the Property; and
 - 2. Carry out the purpose for which the Property was formed by preserving the character of the Property as a homogeneous

residential community of predominantly owner-occupied Units and by preventing the Property from assuming the character of an apartment, renter-occupied complex; and

- 3. Comply with the eligibility requirements for financing in the primary and secondary mortgage market insofar as such criteria provide that the Stone Haven Condominium be substantially owner-occupied, the leasing of more than 21 of the Units shall be prohibited. Exceptions may be granted in the case of undue hardship as that term is defined below.
- b. Any Owner who intends to rent his or her Unit shall submit a written application to the Board of Directors requesting permission to do so, which consent shall not be unreasonably withheld so long as at least 111 Units at Stone Haven Condominium are owner occupied.
- c. No Unit may be rented without the prior express written consent of the Board of Directors. Any Unit rented without the written approval of the Board of Directors shall be considered "non-conforming".
- d. No Owner shall be entitled to lease the Owner's Unit until the Owner has owned the Unit for at least one (1) year.
- e. The term "owner-occupied" shall mean a Unit occupied by one of the following:
- 1. The owner of record, as shown in the Office of the County Recorder; or
- 2. The spouse, children, or parents of the owner of record; or
- 3. The shareholder, partner, member, trustor, beneficiary, or other legal representative of an institutional owner (provided, such person holds a beneficial interest in such legal entity of at least 50%) and/or his or her spouse, children, or parents.
- 4. When the rental of a Unit is approved, a copy of the rental agreement (and any changes thereto), signed by the Renter and Owner, as well as the contact information for the Renter in case of an emergency shall be submitted to the Board of Directors within ten (10) days after it has been signed by both parties.
- 5. The Board of Directors is hereby granted and shall have the right, power, and authority to (a) make and enforce reasonable

rules and regulations for landlords and renters, (b) charge a reasonable "move-in" or transfer fee, (c) require an annual pet registration fee, (d) charge a pet deposit or other "impact" fee, (e) require the permanent removal of a pet who creates or maintains a nuisance, (e) evict, at the Owner's expense including a reasonable attorney's fee, a renter who has not been duly approved or who has created a nuisance, (f) levy fines for violations of the governing documents, and (g) establish a fine schedule. Any transaction which does not strictly comply with this section shall be considered "non-conforming" and shall be "voidable" at the option of the Board of Directors. The rental rules and regulations shall include at least the following provisions: No daily, weekly, or monthly rentals are permitted. The initial rental term shall be a minimum of six (6) months. Renting of less than the entire unit is prohibited. Individual rooms may not be rented separately, although a caretaker may be allowed with the prior express written consent of the Board of Directors.

- f. Priority shall be given to requests to lease or rent property in order to avoid undue hardship on an Owner. The Board of Directors may in its sole discretion, but is not required to, allow an additional 13 Units to be rented upon written application to avoid undue hardship on an Owner.
- g. By way of illustration and not by limitations, examples of circumstances which would constitute undue hardship are those in which:
- 1. An Owner must relocate his or her residence and cannot, within ninety (90) days from the date the Unit was placed on the market, sell the Unit while offering it for sale at a reasonable price no greater than its current appraised market value;
- 2. The Owner dies and the Unit is being administered by his or her estate;
- 3. The Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit;
- 4. The Unit is to be leased to a member of the Owner's immediate family, which shall be deemed to encompass children, grandchildren, grandparents, brothers, sisters, parents, and spouses.
- 5. Any Owner who believes that he or she must rent his or her Unit to avoid undue hardship shall submit a written application to the Board of Directors setting forth the circumstances necessitating the renting of the Unit, a copy of the proposed rental agreement, and such other information as the Board of Directors may require.

- 6. Those Owners who have demonstrated that the inability to rent their Unit would result in undue hardship and have obtained the requisite approval of the Board of Directors may rent their Units for such duration as the Board of Directors reasonably determines is necessary to prevent undue hardship.
- h. Anything to the contrary notwithstanding, the foregoing restrictions shall not apply to the following Units which are currently being rented (the "Grandfathered Units"):

Building and Unit No.

Bldg. 1 Unit 104

Bldg. 1 Unit 107

Bldg. 1, Unit 108

Bldg. 1, Unit 213

Bldg. 1, Unit 323

Bldg. 1, Unit 324.

Bldg. 1, Unit 432

Bldg. 2, Unit 104

Bldg. 2, Unit 210

Bldg. 2, Unit 212

Bldg. 2, Unit 316

Bldg. 2, Unit 318

Bldg. 2, Unit 424

Bldg. 3, Unit 105

Bldg. 3, Unit 107

Bldg. 3, Unit 209

Bldg. 3, Unit 213

Bldg. 3, Unit 317

Bldg. 3, Unit 323

Bldg. 3, Unit 324

Bldg. 3, Unit 426

Bldg. 3, Unit 427

Bldg. 3, Unit 429

Bldg. 4, Unit 104

Bldg. 4, Unit 108

Bldg. 4, Unit 209

Bldg. 4, Unit 212

Bldg. 4, Unit 216

Bldg. 4, Unit 317

Bldg. 4, Unit 320

Building and Unit No.

Bldg. 4, Unit 323 Bldg. 4, Unit 425 Bldg. 4, Unit 428

Bldg. 5, Unit 207

- 1. The Grandfathered Units may continue to be leased or rented without restriction for so long as record title to said Units remains vested in the name of the respective Owner(s) thereof (the "Grandfathered Owner(s)").
- 2. The term "Grandfathered Owner" shall include a succeeding "Trust" or other "Person" (i.e., natural person, corporation, partnership, limited liability company, trust or other legal entity) (the "Qualified Successor Owner(s)") in which the Grandfathered Owner or such Owner's spouse, son, daughter, father or mother holds a beneficial interest in such Qualified Successor Owner of at least fifty percent (50%).
- 3. Upon the conveyance of the Grandfathered Unit by the Grandfathered Owner or Qualified Successor Owner, the said Unit shall immediately become subject to the restrictions set forth above.
- g. The Board of Directors shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with this Declaration and Bylaws, in order to enforce the provisions of this subparagraph. Any transaction which does not comply with this Section shall be voidable at the option of the Board of Directors.
- 3. Section 14 of the Declaration is hereby amended to add the following new subsection:
 - 14.14 <u>Cable Television and Satellite Dishes</u>. Cable television and satellite dishes may only be installed in accordance with the FCC guidelines, as they may be amended or supplemented from time to time. Satellite dishes or other reception devices MAY NOT be installed or placed in the Common Area and Facilities, including by way of illustration but not limitation the roof, grounds, or exterior walls.
- 4. Section 14 of the Declaration is hereby amended to add the following new subsection:
 - 14.15 Owner-Occupied. In order to maintain the value of the purchased property and subdivision, a Unit must be owner-occupied for a period of at least one (1) year after closing. The term "owner-occupied" shall mean a

Unit occupied by on of the following: (a) the vested owners (as shown on the records of the Salt Lake County Recorder); (b) the vested owner and/or his or her spouse, children, or siblings; or (c) the shareholder, partner, member, trustee, or beneficiary or other legal representative of an institutional owner (provided such person holds a beneficial interest in such legal entity of at least 50.0% and/or his or her spouse, children, or parents.

- 5. In the event of any conflict, incongruity or inconsistency between the provisions of the Declaration and this Amendment, the latter shall in all respects govern and control.
- 6. 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 May of April, 2009.

STONE HAVEN HOMEOWNERS ASSOCIATION, INC.

Name: Mickie Lengel

Title: President

STATE OF UTAH

ss:

COUNTY OF SALT LAKE

On the 17 day of April, 2009, personally appeared before me Mickie Lengel, who by me being duly sworn, did say that s/he is the President of the Stone Haven 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 Mickie Lengel duly acknowledged to me that said Association executed the same.

NOTARY PUBLIC

Residing At: SALT LANCE COMMISSION Expires: SAN 08, 2012



EXHIBIT "A"

LEGAL DESCRIPTION STONE HAVEN CONDOMINIUMS

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

Lot and Parcel Numbers for STONE HAVEN PH 1 CONDO 2ND AMD

Block / Building	Туре	Lot / Quarter	Parcel Number	Obsolete?
	U	101	22-20-433-001-0000	N
	υ	102	22-20-433-002-0000	N
	U	103	22-20-433-003-0000	N
	U	104	22-20-433-004-0000	N
	U	105	22-20-433-005-0000	N
	U	106	22-20-433-006-0000	N
	U	107	22-20-433-007-0000	N
	U	108	22-20-433-008-0000	N
· · · · · · · · · · · · · · · · · · ·	U	209	22-20-433-009-0000	N
	U	210	22-20-433-010-0000	N
	U	211	22-20-433-011-0000	N
	U	212	22-20-433-012-0000	N
	U	213	22-20-433-013-0000	N
	U	214	22-20-433-014-0000	N
	U	215	22-20-433-015-0000	N
	U	216	22-20-433-016-0000	N
	U	317	22-20-433-017-0000	N
	U	318	22-20-433-018-0000	N
	U	319	22-20-433-019-0000	N
	U	320	22-20-433-020-0000	N
	U	321	22-20-433-021-0000	N
	U	322	22-20-433-022-0000	N
	U	323	22-20-433-023-0000	N
	U	324	22-20-433-024-0000	N
	U	425	22-20-433-025-0000	N
	U	426	22-20-433-026-0000	N
	U	427	22-20-433-027-0000	N
	U	428	22-20-433-028-0000	N
,	U	429	22-20-433-029-0000	N
	U	430	22-20-433-030-0000	N
	υ	431	22-20-433-031-0000	N
	U	432	22-20-433-032-0000	N
	U	AREA	22-20-433-033-0000	YES
	U	AREA	22-20-433-034-0000	N

Lot and Parcel Numbers for STONE HAVEN PH 2 CONDO

Block / Building	Туре	Lot / Quarter	Parcel Number	Obsolete?
	U	101	22-20-434-001-0000	N
	U	102	22-20-434-002-0000	N
	U	103	22-20-434-003-0000	N
	U	104	22-20-434-004-0000	N
	υ	105	22-20-434-005-0000	N
	U	106	22-20-434-006-0000	N
	s	201	22-20-433-035-0000	N
	S	202	22-20-433-036-0000	N
	s	203	22-20-433-037-0000	N
	s	204	22-20-433-038-0000	N
	5	205	22-20-433-039-0000	N
	\$	206	22-20-433-040-0000	N
	S	207	22-20-433-041-0000	N
	U	207	22-20-434-007-0000	N
	S	208	22-20-433-042-0000	N
	U	208	22-20-434-008-0000	N
•	s	209	22-20-433-043-0000	N
	υ	209	22-20-434-009-0000	N
	s	210	22-20-433-044-0000	N
	U	210	22-20-434-010-0000	N
	S	211	22-20-433-045-0000	N
	U	211	22-20-434-011-0000	N
	S	212	22-20-433-046-0000	N
	U	212	22-20-434-012-0000	N
	S	213	22-20-433-047-0000	N
	S	214	22-20-433-048-0000	N
•	s	215	22-20-433-049-0000	N
	S	216	22-20-433-050-0000	N
	S	217	22-20-433-051-0000	N
	S	218	22-20-433-052-0000	N
	s	219	22-20-433-053-0000	N
	s	220	22-20-433-054-0000	N
	s	221	22-20-433-055-0000	N
	s	222	22-20-433-056-0000	N
	5	223	22-20-433-057-0000	N
	s	224	22-20-433-058-0000	N
	s	225	22-20-433-059-0000	N
	s	226	22-20-433-060-0000	N
	s	227	22-20-433-061-0000	N
	s	228	22-20-433-062-0000	N
	s	229	22-20-433-063-0000	N
	s	230	22-20-433-064-0000	N

s	231	22-20-433-065-0000	N
s	232	22-20-433-066-0000	N
 S	233	22-20-433-067-0000	N
 S	234	22-20-433-068-0000	N
 s	235	22-20-433-069-0000	N
 s	236	22-20-433-070-0000	N
S	237	22-20-433-071-0000	N
s	238	22-20-433-072-0000	N
 5	239	22-20-433-073-0000	N
 s	240	22-20-433-074-0000	N
 S	241	22-20-433-075-0000	N
s	242	22-20-433-076-0000	N
s	243	22-20-433-077-0000	N
U	313	22-20-434-013-0000	N
U	314	22-20-434-014-0000	N
 υ	315	22-20-434-015-0000	N
 U	316	22-20-434-016-0000	N
U	317	22-20-434-017-0000	N
U	318	22-20-434-018-0000	N
 U	419	22-20-434-019-0000	N
U	420	22-20-434-020-0000	N
 U	421	22-20-434-021-0000	N
U	422	22-20-434-022-0000	N
 U	423	22-20-434-023-0000	N
 U	424	22-20-434-024-0000	N
 U	AREA	22-20-433-033-0000	YES
U	AREA	22-20-433-034-0000	N

Lot and Parce! Numbers for STONE HAVEN PH 3 CONDO

Block / Building	Type	Lot / Quarter	Parcel Number	Obsolete?
	U	101	22-20-435-001-0000	N
	U	102	22-20-435-002-0000	N
	U	103	22-20-435-003-0000	N
	U	104	22-20-435-004-0000	N
	U	105	22-20-435-005-0000	N
	U	106	22-20-435-006-0000	N
	U	107	22-20-435-007-0000	N
	U	108	22-20-435-008-0000	N
	υ	209	22-20-435-009-0000	N
	U	210	22-20-435-010-0000	N
	U	211	22-20-435-011-0000	N
	U	212	22-20-435-012-0000	N
	U	213	22-20-435-013-0000	N
	U	214	22-20-435-014-0000	N
	U	215	22-20-435-015-0000	N
	υ	216	22-20-435-016-0000	N
·	S	301	22-20-433-078-0000	N
	S	302	22-20-433-079-0000	N
	s	303	22-20-433-080-0000	N
	s	304	22-20-433-081-0000	N
	s	305	22-20-433-082-0000	N
	s	306	22-20-433-083-0000	N
	s	307	22-20-433-084-0000	N
	s	308	22-20-433-085-0000	N
	s	309	22-20-433-086-0000	N
	5	310	22-20-433-087-0000	N
	5	311	22-20-433-088-0000	N
	s	312	22-20-433-089-0000	N
	S	313	22-20-433-090-0000	N
	s	314	22-20-433-091-0000	N
	s	315	22-20-433-092-0000	N
<u>.</u>	s	316	22-20-433-093-0000	N
	s	317	22-20-433-094-0000	N
	U	317	22-20-435-017-0000	N
	S	318	22-20-433-095-0000	N
	U	318	22-20-435-018-0000	N ·
	s	319	22-20-433-096-0000	N
	U	319	22-20-435-019-0000	N N
	s	320	22-20-433-097-0000	N
	U	320	22-20-435-020-0000	N
	s	321	22-20-433-020-0000	N N
	U	321	22-20-435-021-0000	N

s	322	22-20-433-099-0000	N
U	322	22-20-435-022-0000	N
U	323	22-20-435-023-0000	N
U	324	22-20-435-024-0000	N
U	425	22-20-435-025-0000	N
บ	426	22-20-435-026-0000	N
Ų	427	22-20-435-027-0000	N
 υ	428	22-20-435-028-0000	N
U	429	22-20-435-029-0000	N
U	430	22-20-435-030-0000	N
U	431	22-20-435-031-0000	N
U	432	22-20-435-032-0000	N
U	AREA	22-20-433-033-0000	YES
U	AREA	22-20-433-034-0000	N

Lot and Parcel Numbers for STONE HAVEN PH 4 CONDO

Block / Building	Туре	Lot / Quarter	Parcel Number	Obsolete?
	U	101	22-20-436-001-0000	N
	U	102	22-20-436-002-0000	N
	U	103	22-20-436-003-0000	N
	υ	104	22-20-436-004-0000	N
	U	105	22-20-436-005-0000	N
·	υ	106	22-20-436-006-0000	N
	U	107	22-20-436-007-0000	N
	υ	108	22-20-436-008-0000	N
	U	209	22-20-436-009-0000	N
	U	210	22-20-436-010-0000	N
	U	211	22-20-436-011-0000	N
	U	212	22-20-436-012-0000	N
	U	213	22-20-436-013-0000	N
	U	214	22-20-436-014-0000	N
	U	215	22-20-436-015-0000	N
	U	216	22-20-436-016-0000	N
	U	317	22-20-436-017-0000	N
	U	318	22-20-436-018-0000	N
	U	319	22-20-436-019-0000	N
	U	320	22-20-436-020-0000	N
	U	321	22-20-436-021-0000	N
	U	322	22-20-436-022-0000	N
	U	323	22-20-436-023-0000	N
	U	324	22-20-436-024-0000	N
	s	401	22-20-433-100-0000	N
	s	402	22-20-433-101-0000	N
	s	403	22-20-433-102-0000	N
	s	404	22-20-433-103-0000	N
	s	405	22-20-433-104-0000	N
	s	406	22-20-433-105-0000	N
	s	407	22-20-433-106-0000	N
	s	408	22-20-433-107-0000	N
	s	409	22-20-433-108-0000	N
	s	410	22-20-433-109-0000	N
	s	411	22-20-433-110-0000	N
	s	412	22-20-433-111-0000	N
	s	413	22-20-433-112-0000	N
•	s	414	22-20-433-113-0000	N
	s	415	22-20-433-114-0000	N
	s	416	22-20-433-115-0000	N N
			+	
	s	417	22-20-433-116-0000 22-20-433-117-0000	N N

	s	419	22-20-433-118-0000	N
	S	420	22-20-433-119-0000	N
	S	421	22-20-433-120-0000	N
	S	422	22-20-433-121-0000	N
	S	423	22-20-433-122-0000	N
	S	424	22-20-433-123-0000	N
	S	425	22-20-433-124-0000	N
	U	425	22-20-436-025-0000	N
•	S	426	22-20-433-125-0000	N
	U	426	22-20-436-026-0000	N
	S	427	22-20-433-126-0000	N
	U	427	22-20-436-027-0000	N
	S	428	22-20-433-127-0000	N
	U	428	22-20-436-028-0000	N
	s	429	22-20-433-128-0000	N
	U	429	22-20-436-029-0000	N
	U	430	22-20-436-030-0000	N
	U	431	22-20-436-031-0000	N
	U	432	22-20-436-032-0000	N
•	U	AREA	22-20-433-033-0000	YES
-	U	AREA	22-20-433-034-0000	N

Lot and Parcel Numbers for STONE HAVEN PH 5 CONDO

Block / Building	Туре	Lot / Quarter	Parcel Number	Obsolete?
	U	101	22-20-436-033-0000	N
	U	102	22-20-436-034-0000	N
	U	103	22-20-436-035-0000	N
	U	104	22-20-436-036-0000	N
	U	105	22-20-436-037-0000	N
	U	106	22-20-436-038-0000	N
	U	207	22-20-436-039-0000	N
	U	208	22-20-436-040-0000	N
	υ	209	22-20-436-041-0000	N
	U	210	22-20-436-042-0000	N
	υ	211	22-20-436-043-0000	N
	U	212	22-20-436-044-0000	N
	s	501	22-20-433-129-0000	N
	s	502	22-20-433-130-0000	N
	s	503	22-20-433-131-0000	N
	s	504	22-20-433-132-0000	N
	S	505	22-20-433-133-0000	N
	S	506	22-20-433-134-0000	N
	s	507	22-20-433-135-0000	N
	s	508	22-20-433-136-0000	N
	s	509	22-20-433-137-0000	N
	s	510	22-20-433-138-0000	N
	S	511	22-20-433-139-0000	N
	s	512	22-20-433-140-0000	N
	s	513	22-20-433-141-0000	N
	5	514	22-20-433-142-0000	N
	S	515	22-20-433-143-0000	N
	s	516	22-20-433-144-0000	N
	s	517	22-20-433-145-0000	N
	U	AREA	22-20-433-034-0000	N

EXHIBIT "B"

(Vote Tally)

STONE HAVEN CONDOMINIUMS
HOME OWNERS ASSOCIATION
1230 East Privet Drive
Suite 4-211
Cottonwood Heights, Utah 84121-7619
801-233-1230

MEMORANDUM

TO: Attorney Jim Blakesley

FROM: Mickie Lengel, President M

SUBJECT: Condominium CCR & Declaration Changes

DATE: January 28, 2009

Enclosed are the final ballots re: the above changes. Also included are the letters and enclosures mailed to the owners. The Board would like these changes recorded with the County Recorder as soon as possible.

The final vote is as follows:

Re: Item #1 Rental Restrictions, etc. 92 yes votes 30 no votes = 122 total

Re: Item #2 Pet Restrictions, etc. 92 yes votes 30 no votes = 122 total

Re: Item #3 Cable/Sat. Dish Restrictions, etc. 98 yes votes 24 no votes = 122 total

Re: Item #4 Owner Occupied, etc. for 1 year 89 yes votes 33 no votes = 122 total

Re: Item #5 Transfer Fee, etc. 79 yes votes 41 no votes = 120 total

(Out of 132 unit owners, 10 owners did not vote at all. Two other owners who voted on the first four items, did not vote either way on ltem #5).