

11189603  
 05/27/2011 04:47 PM \$38.00  
 Book - 9927 Pg - 4326-4328  
 GARY W. OTT  
 RECORDER, SALT LAKE COUNTY, UTAH  
 HEATHER ASLETT  
 143 FIRST AVE #202  
 SLC UT 84103  
 BY: ZJM, DEPUTY - WI 3 P.

3-24  
 SUPPLEMENTAL CHANGES TO THE DECLARATION OF CONDOMINIUM OF THE ROCKWELL CONDOMINIUMS made and executed January 13, 2011 and to be effective upon recording by the Rockwell Condominiums Homeowners' Association, Inc., a Utah corporation ("Association"), pursuant to the provisions of the Utah Condominium Ownership Act and pursuant to the Declaration of Condominium of the Rockwell Condominiums ("Declaration"), executed and effective on August 31, 2007, recorded in Salt Lake County, State of Utah, as Entry No. 10210568 in Book 9510 at Pages 6045 - 6090, and as said Declaration was Supplemented on October 16, 2008 as recorded in Salt Lake County, State of Utah Entry No. 10543090 in Book 9651 at Pages 8394 - 8400, as said Declaration is hereby supplemented.

**DECLARATION OF CONDOMINIUM  
 OF  
 THE ROCKWELL CONDOMINIUMS**

1. Section 14.2 of Article XIV - AMENDMENT - is hereby amended as follows:

**14.2 Specific Amendments:** The consent of Owners to which at least 67% of the votes in the Association are allocated shall be required to materially amend any provisions of the Declaration or the Bylaws of the Condominium, or to add any material provision thereto. Additionally, amendments to the Declaration, the Bylaws, or equivalent documents of the Condominium that are of a material adverse nature to first-lien mortgagees must be agreed to by mortgagees that represent at least 51% of the unit votes (based on one vote for each first mortgage owned) subject to first-lien mortgages. Examples of actions that require such mortgagee consent include, but are not limited to, any of the following:

- (1) Any partition or subdivision of any Unit;
- (2) Abandonments, partition, subdivision, encumbrance, sale or transfer of any Common Areas, other than the granting of easement for public utilities or other public purposes consistent with the intended use of the Common Areas;
- (3) Any change in voting rights except as allowed for additional phases or annexations in accordance with the initial Project Documents;
- (4) Any change in a Unit owner's interest in or obligations to the Project in order to levy assessments or charges, to allocate distribution of

homeowners insurance proceeds or condemnation awards, or to determine the owner's interest in the Common Areas;

- (5) Changes in the priority of liens for Association assessments;
- (6) Reductions in reserves for maintenance, repair, and replacement of Common Elements;
- (7) Responsibility for maintenance and repair of the Common Areas;
- (8) Reallocation of interests in Common Areas or right to their use;
- (9) Redefinition of unit boundaries;
- (10) Conversion of Units into Common Areas or Common Areas into Units;
- (11) Expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the project, except as allowed for additional phases or annexations in accordance with the initial Project Documents;
- (12) Change in required insurance coverage;
- (13) Imposition of any restriction on the leasing or rental of Units;
- (14) Imposition of any restrictions on a Unit owner's right to sell or transfer a unit.

2. Article XVIII - FIRST LIEN HOLDERS' RIGHTS - is hereby amended by adding a new subsection 18.3 to read as follows:

**18.3 Unpaid Homeowners Association Assessments.** Any first mortgagee that obtains title to a condominium Unit pursuant to the remedies in a mortgage, through foreclosure, or through a deed in lieu, will not be liable for more than six months of the Unit's unpaid regularly budgeted assessments or charges accrued before acquisition of the title to the Unit by the mortgagee. If the Association's lien priority includes costs of collecting unpaid assessments, the mortgagor will be liable for any fees or costs related to the collection of the unpaid assessments. This provision does not release or relinquish any claims against any mortgagor that the Association may have for unpaid assessments or charges accrued.

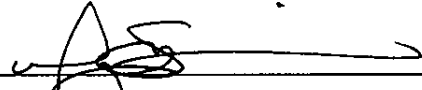
3. This instrument shall be considered supplemental to the Declaration. Except as expressly amended by the foregoing, the Declaration shall remain in full force and effect and shall not be cancelled, suspended or otherwise abrogated by the recording of this instrument.

[The remainder of this page intentionally left blank. Signature page follows.]

EXECUTED BY THE ASSOCIATION this 13<sup>th</sup> day of January, 2011, to be effective as of the date of recording.

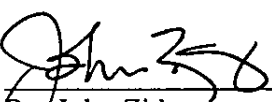
ASSOCIATION:

ROCKWELL CONDOMINIUMS  
HOMEOWNERS' ASSOCIATION, INC., a  
Utah corporation




By: Morgan Simmons  
Its: President

WITNESSED:



By: John Zidow  
Its: Association Board Member

On the 13<sup>th</sup> day of January, 2011, personally appeared before me Morgan Simmons, who by me duly sworn did say that he is the President of the Rockwell Condominiums Homeowners' Association, Inc., and he further acknowledged to me that this instrument was signed by him on behalf of the Rockwell Condominiums Homeowners' Association, Inc.



Notary Public

