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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
MERRILL & GARN
748 W HERITAGE PARK BLVD #203
LAYTON UT 84041
BY: ZJM, DEPUTY - WI 2P.
SP

When Recorded, Return to:

Walter T. Merrill
MERRILL & GARN, PC
748 W. Heritage Park, #203
Layton, UT 84041

8-21-5

SECOND AMENDMENT OF DECLARATION OF CONDOMINIUM FOR SOUTH WILLOW CREEK, A CONDOMINIUM PROJECT

This SECOND AMENDMENT OF DECLARATION OF CONDOMINIUM FOR SOUTH WILLOW CREEK, A CONDOMINIUM PROJECT, hereinafter referred to as the "Amendment," is made this 15th day of July, 2011, by the association of Unit Owners known as South Willow Homeowners Association, Inc., hereinafter referred to as the "Association."

RECITALS

WHEREAS, the Declaration of Condominium for South Willow Creek, a Condominium Project, hereinafter referred to as the "Declaration," was recorded on August 25, 1997, in the office of the Salt Lake County Recorder, in Salt Lake County, Utah, as Entry No. 6722899 in Book 7741 at pages 2091-2142; and

WHEREAS, the legal description of the South Willow Creek Condominium Project in Salt Lake County, Utah, is set forth in the attached Exhibit "A"; and

WHEREAS, the Association previously recorded a First Amendment of Declaration of Condominium for South Willow Creek, a Condominium Project ("Original Amendment") on August 3, 2007, in the office of the Salt Lake County Recorder, in Salt Lake County, Utah, as Entry No. 10183695 in Book 9499 at pages 6485-6489, after which the Association determined that the amendment did not receive the number of affirmative votes required under the Declaration; and

WHEREAS, the Original Amendment is declared void, and the Declaration is now amended pursuant to Section 29 of the Declaration and by the affirmative vote of at least sixty-seven percent (67%) of the undivided ownership interest in the Common Areas and the consent of Eligible Mortgagees holding at least fifty-one percent (51%) of the undivided ownership interest in the Common Areas;

NOW THEREFORE, the Association hereby makes the following Amendments:

Amendment to Section 7

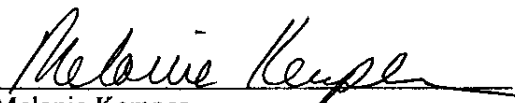
Section 7 of the Declaration is amended by removing the existing provision and inserting the following provision:

Section 7. Leases. Any agreement for the leasing, rental, or occupancy of a Unit (hereinafter in this Section referred to as a "Lease") shall be in writing and a copy thereof shall be delivered to the Association before the term of the Lease commences. The maximum amount of rented Units in the Association may not


exceed 20% of the total Units, including all existing rentals on the date of recording of this Amendment. In the event more than 20% of the total Units are rented on the date of recording of this Amendment, no additional Units may be rented until doing so would not cause the amount of rented Units to exceed 20%. Every Lease shall provide that the terms of such Lease shall be subject in all respects to the provisions of the Project Documents. Said Lease shall further provide that any failure by the Resident thereunder to comply with the terms of the foregoing documents shall be a default under the Lease. If any Lease does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be a part of the Lease and binding on the Owner and Resident by virtue of their inclusion in this Declaration. No Owner shall be permitted to lease his Unit for transient, hotel, seasonal, rental pool or corporate/executive use purposes, which shall be deemed to be any rental with an initial term of less than one (1) year. Daily or weekly rentals are prohibited. No Owner may lease individual rooms to separate persons or less than his entire Unit. Any Owner who shall lease his Unit shall be responsible for assuring compliance by the Resident with the Project Documents. Failure by an Owner to take legal action against his Resident who is in violation of the Project Documents, within ten (10) days after receipt of written demand so to do from the Committee, shall entitle the Association to take any and all such action, including the institution of legal proceedings on behalf of such Owner against his Resident. Neither the Association nor any agent retained by the Association to manage the Project shall be liable to the Owner or Resident for any eviction under this Section that is made in good faith. Any expenses incurred by the Association, including attorneys' fees and costs of suit, shall be repaid to it by such Owner. Failure by such Owner to make such repayment, within ten (10) days after receipt of a written demand therefor, shall entitle the Committee to levy an Individual Assessment against such Owner and his Unit for all such expenses incurred by the Association. In the event such Assessment is not paid within thirty (30) days of its due date, the Committee may resort to all remedies of the Association for the collection thereof. Other than as stated in this Section, there is no restriction on the right of any Owner to lease or otherwise grant occupancy rights to a Unit.

IN WITNESS WHEREOF, the undersigned, representing the Association's Management Committee, does hereby acknowledge this Amendment and certifies that this Amendment has been approved by the affirmative vote of the Association in accordance with Section 29 of the Declaration, including the approval of the necessary percentage of Eligible Mortgagees, and the undersigned do hereby execute this Amendment the date and year first written above.

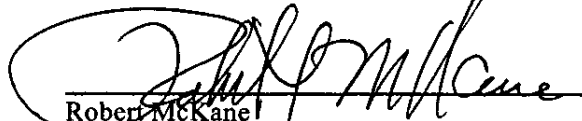
SOUTH WILLOW HOMEOWNERS
ASSOCIATION, INC.:


Melanie Kemper

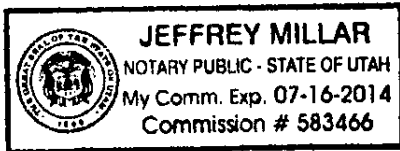

Jennifer Jastremsky



Alexandra Archer


Daniel Sonnenberg


Robert McKane


The foregoing instrument was duly acknowledged before me this 19th day of July, 2011, by Melanie Kemper, a member of South Willow Homeowners Association, Inc.'s Management Committee.



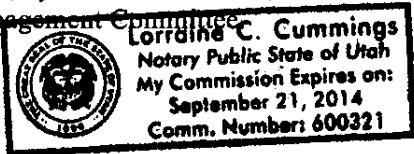

Notary Public

The foregoing instrument was duly acknowledged before me this 20 day of July, 2011, by Jennifer Jastremsky, a member of South Willow Homeowners Association, Inc.'s Management Committee.



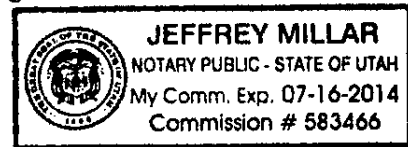

Notary Public


The foregoing instrument was duly acknowledged before me this 22 day of July, 2011, by Alexandra Archer, a member of South Willow Homeowners Association, Inc.'s Management Committee.



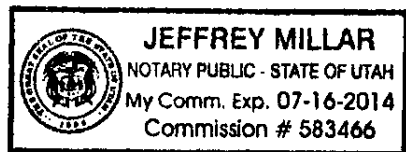

Notary Public

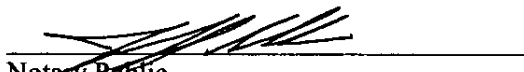
The foregoing instrument was duly acknowledged before me this 19th day of July, 2011, by Daniel Sonnenberg, a member of South Willow Homeowners Association, Inc.'s Management Committee.




Notary Public

The foregoing instrument was duly acknowledged before me this 19th day of July, 2011, by Robert McKane, a member of South Willow Homeowners Association, Inc.'s Management Committee.




Notary Public

**EXHIBIT A
TO
FIRST AMENDMENT OF
DECLARATION OF CONDOMINIUM
FOR SOUTH WILLOW CREEK, A CONDOMINIUM PROJECT**

(Legal Description of Land)

Beginning at the intersection of 150 East and 11950 South streets, which point is North 89 degrees 48 minutes 40 seconds West along the section line 1326.05 feet, North 2656.10 feet and North 00 degrees, 01 minute, 40 seconds West along the centerline of 150 East Street 1316.98 feet from the South 1/4 corner of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence South 89 degrees 43 minutes 12 seconds East along the centerline of 11950 South Street 180.00 feet; thence South 00 degrees 16 minutes 48 seconds West 30 feet to the South right of way line of said 11950 South Street; thence South 89 degrees 43 seconds 12 minutes East along said right of way line 40.55 feet; thence South 25 degrees 05 minutes 51 seconds East 135.34 feet; thence South 04 degrees 11 minutes 30 seconds East 46.01 feet; thence South 07 degrees 13 minutes 17 seconds West 60.00 feet; thence North 81 degrees 39 minutes 03 seconds West 23.52 feet; thence South 79.23 feet; thence North 89 degrees 07 minutes 56 seconds West 21.42 feet; thence South 26 degrees 53 minutes 07 seconds West 20.97 feet, thence South 28.46 feet; thence West 95.86 feet; thence North 00 degrees 01 minutes 40 seconds West 34.84 feet; thence West 22.00 feet; thence North 71.28 feet; thence West 71.44 feet of the East right of way line of said 150 East Street; thence North 00 degrees 01 minute 40 seconds West along said right of way line 245.43 feet to the South right of way line of said 11950 South Street; thence North 89 degrees 43 minutes 12 seconds West 30.00 feet to the centerline of 150 East Street; thence North 00 degrees 01 minute 40 seconds West along said centerline 30.00 feet to the point of beginning.

Area = 1.739 Acres

Basis of Bearing: South 00 degrees 03 minutes 00 seconds East between the monument at 12300 South, 300 West and the South 1/4 corner of section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian.

Including the following parcels:

