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GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH

KRISTIN OBRIEN

2367 BOYES ST

HOLLADAY UT 84117

BY: ZJM, DEPUTY - WI 19 P.

**AMENDMENT TO
THE DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS
AND BY-LAWS
FOR
THE MIDLAND COURT CONDOMINIUMS**

19 - 16
This Amendment to the Declaration of Covenants, Conditions, Restrictions and By-Laws for The Midland Court Condominiums, is hereby entered into effective the 1st day of January, 2012 between and among the undersigned Unit Owners of Midland Court Condominiums for the purpose of amending the Declaration of Covenants, Conditions, Restrictions and By-Laws for the Midland Court Condominiums.

RECITALS

A. The undersigned are the Unit Owners of the following property:

SEE EXHIBIT 'A'

("the Property").

- B. The Property is subject to a Ratification, Confirmation and Amendment of Declaration for Midland Court Condominiums ("Ratification") recorded as Entry No. 4890562 in Book 6203 beginning at page 2317 and Entry No. 4890563 in Book 6203 beginning at page 2324 in the records of the Salt Lake County Recorder, State of Utah.
- C. The Ratification amends and ratifies the Declaration of Covenants, Conditions, Restrictions and By-Laws for TIVCO Development, a Utah Limited Partnership, ("Declaration"), recorded as Entry No. 3386129, on January 8, 1980, in Book 5021, beginning at page 717 in the records of the Salt Lake County Recorder, State of Utah.
- D. The Declaration as ratified, confirmed and amended, provided for management of the condominium project by a Management Committee elected by an unincorporated Association of Unit Owners.
- E. The Association of Unit Owners, who are the owners of the Property, wish to assign this responsibility to Midland Court Condominiums Owners Association a Utah non-profit corporation formed for this sole purpose.

NOW THEREFORE, in view and consideration of the above, it is agreed as follows:

1. Amendment. The Declaration, as it has been modified from time to time, including by the Ratification, is hereby amended and restated in part as follows:

- 2. K. The term "association of unit owners" shall mean and refer to the Midland Court Condominiums Owners Association, a Utah non-profit corporation.
- 2. N. The term "management committee" shall mean and refer to a the Midland Court Condominiums Owners Association, a Utah non-profit corporation. Said committee is charged with and shall have the responsibility and authority to make and to enforce all of the reasonable rules and regulations covering the operation and maintenance of the property.

DATED: Effective January 1, 2012

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UNIT 1A

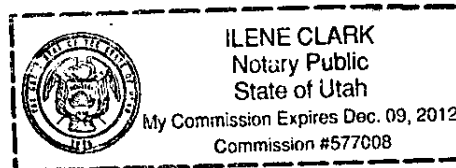
Jonathan H. O'Brien
Jonathan H. O'Brien

Kristin O'Brien Kristin O'Brien
Kristin O'Brien Kristin O'Brien

State of Utah)
County of Salt Lake) ss.

The foregoing instrument was acknowledged before me this 20th day of January, 2012, by JONATHAN H. O'BRIEN.

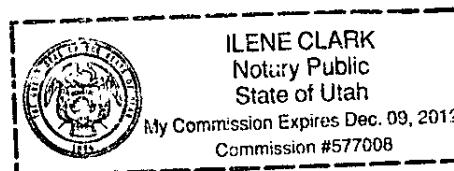
Ilene Clark
NOTARY PUBLIC



State of Utah)
County of Salt Lake) ss.

The foregoing instrument was acknowledged before me this 20th day of January, 2012, by KRISTIN O'BRIEN.

Ilene Clark
NOTARY PUBLIC



UNIT 2A

~~Jonathan H. O'Brien~~
Jonathan H. O'Brien

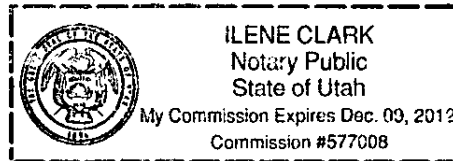
Kristin E. O'Brien
Kristin E. O'Brien

Kristin E. O'Brien
Kristin E. O'Brien

State of Utah)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 20th day of January, 2012, by JONATHAN H. O'BRIEN.

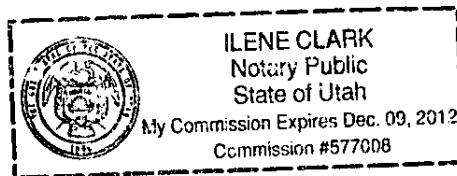
Ilene Clark
NOTARY PUBLIC



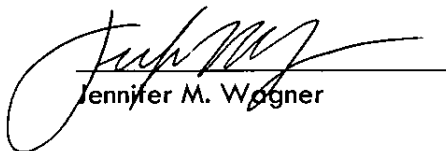
State of Utah)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 20th day of January, 2012, by KRISTIN E. O'BRIEN.

Ilene Clark
NOTARY PUBLIC



UNIT 3A


Jennifer M. Wagner

State of UTAH)
County of SALT LAKE) ss.

The foregoing instrument was acknowledged before me this 24 day of
JANUARY, 2012, by JENNIFER M. WAGNER.


NOTARY PUBLIC



UNIT 4A

Brent E. Hughart

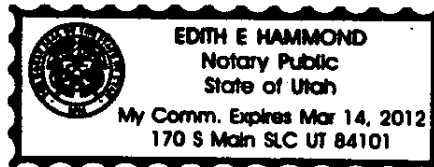
State of Utah

County of Salt Lake

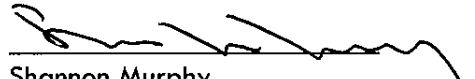
)
) ss.
)

The foregoing instrument was acknowledged before me this 3 day of
February, 2012, by BRENT E. HUGHART.

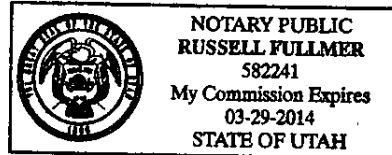
[Signature]
NOTARY PUBLIC




UNIT 5A


Shannon Murphy

State of Utah)
County of Salt Lake) ss.



The foregoing instrument was acknowledged before me this 23rd day of
January, 2012, by SHANNON MURPHY.


NOTARY PUBLIC

UNIT 6A

Patti A. Ritchie
362 East Corporation

BY: PATTI A. RITCHIE

ITS: Manager

State of Utah)
County of Salt Lake) ss.


On this 22nd day of February, 2012, personally appeared before me
Patti A. Ritchie, whose identity is personally known to me
(name of document signer)
(or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did
say that he/she is the Manager of 362 EAST CORPORATION
(Title or Office)

and that said document was signed by him/her in behalf of said Corporation by
Authority of its Bylaws, or (Resolution of its Board of Directors), and said
Amendment to the Declaration of acknowledged to me that said Corporation executed the
(name of document signer) Amendment
same.

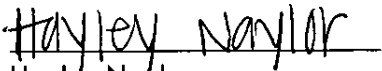
Heather Meier
Notary Public



UNIT 7A



Michael Naylor

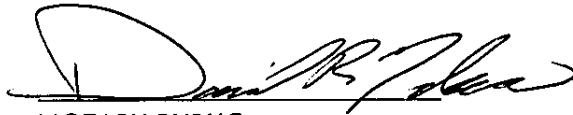

Hayley Naylor

State of UTAH)

) ss.

County of SALT LAKE)

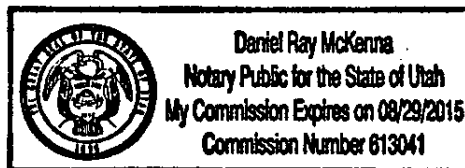
The foregoing instrument was acknowledged before me this 17 day of FEB., 2012, by MICHAEL NAYLOR.


NOTARY PUBLIC

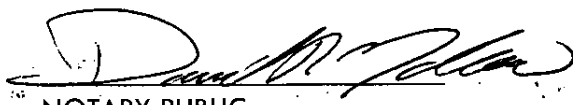
State of UTAH)

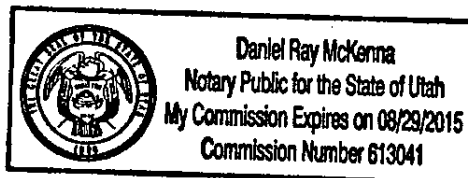
) ss.

County of SALT LAKE)



The foregoing instrument was acknowledged before me this 17 day of FEB, 2012, by HAYLEY NAYLOR.


NOTARY PUBLIC



UNIT 8A

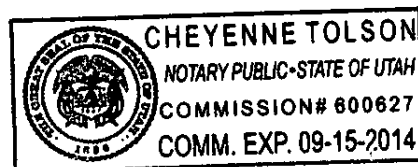
Casey Parry
Casey Parry

Stacy Parry
Stacy Parry

State of Utah)
County of Salt Lake) ss.

The foregoing instrument was acknowledged before me this 7th day of February, 2012, by CASEY PARRY.

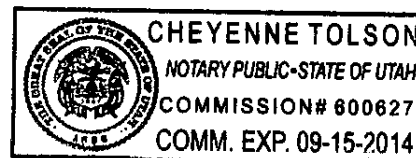
[Signature]
NOTARY PUBLIC



State of Utah)
County of Salt Lake) ss.

The foregoing instrument was acknowledged before me this 7th day of February, 2012, by STACY PARRY.

[Signature]
NOTARY PUBLIC



BYLAWS
OF
MIDLAND COURT CONDOMINIUMS OWNERS ASSOCIATION
A UTAH NONPROFIT CORPORATION

I. NAME

The name of the corporation is MIDLAND COURT CONDOMINIUM OWNERS ASSOCIATION. The association shall continue in existence perpetually unless dissolved or otherwise terminated according to law.

II. DEFINITIONS

When used in these Bylaws the following terms shall have the meaning indicated:

1. Bylaws shall mean and refer to these Bylaws of Midland Court Condominiums Owners Association, a Utah nonprofit corporation.

2. Association shall mean and refer to Midland Court Condominiums Owners Association, a Utah nonprofit corporation.

3. Member shall mean and refer to every person who holds membership in the Association.

4. Property shall mean and refer to the entirety of the tract of real property situated in Salt Lake County, State of Utah, and more particularly described in Exhibit A of the ratified Declaration and by reference incorporated herein.

5. Map shall mean and refer to the subdivision plat covering the Property, recorded as Entry Number 3356945 on October 29, 1979, in the records of the Salt Lake County Recorder.

6. Declaration shall mean and refer to the Ratification, Confirmation and Amendment of Declaration for Midland Court Condominiums ("Ratification") recorded as Entry No. 4890562 in Book 6203 beginning at page 2317 and Entry No. 4890563 in Book 6203 beginning at page 2324 in the records of the Salt Lake County Recorder, State of Utah.

7. Lot shall mean and refer to any of the twenty-four (24) separately numbered parcels of land shown on the Plat.

8. Common Areas shall mean and refer to that part of the Property which is not included within the Lots, including all

improvements other than utility lines now or hereafter constructed or located thereon.

9. Living Unit shall mean and refer to a structure or portion of a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on the Lot concerned which are used in conjunction with such residence.

11. Owner shall mean and refer to the person who is the owner of record (in the office of the County Recorder of Salt Lake County, Utah) of a fee or an undivided fee interest in any Lot. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Owner shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

III. POWERS AND PURPOSES

1. Purposes. The Association is organized and shall be operated for the purpose of maintaining and administering the Common Areas, maintaining the exteriors of Living Units, collecting and disbursing the assessments, enforcing and carrying out the terms of the Declaration, and generally providing for and promoting the recreation, health, safety, and welfare of residents of the Property.

2. Powers. The Association shall have all of the powers conferred upon it by the Declaration or these Bylaws and all powers allowed by law necessary or convenient for accomplishment of any of its purposes.

3. Limitation. The Association is not organized for pecuniary profit. Notwithstanding the breadth of the foregoing portion of this Article II: (i) no dividend shall be paid to, no part of any net income of the Association's funds shall be distributed to, and no part of any net income of the Association shall inure to the benefit of, any of its Members, Directors, or officers or any other person; and (ii) the powers of the Association shall be subject to all limitations or restrictions contained herein or in the Declaration.

IV. MEMBERSHIP

1. Membership List. The Association shall maintain up-to-date records showing the name of each person who is a Member, the address of such person, and the Lot to which the membership of such person is appurtenant. In the event of any transfer of a fee or undivided fee interest in a Lot, either the transferor or transferee shall furnish the Association with evidence establishing that the transfer has occurred and that the Deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Salt Lake County, Utah. The Association may for all purposes act and rely on the information concerning Members and Lot ownership which is thus acquired by it or, at its option, the Association may act and rely on current membership information respecting any Lot or Lots which is obtained from the office of the County Recorder of Salt Lake County, Utah. The address of a Member shall be deemed to be the address for tax Notices in the Salt Lake Country Property Records unless the Association is otherwise advised in writing.

V. BOARD OF DIRECTORS

1. Number, Tenure, and Qualifications. The affairs of the Association shall be managed by a Board of Directors composed of three (3) individuals. Directors shall be elected for one-year terms. Any change in the number of Directors may be made only by amendment of these Bylaws. Directors need not be Members of the Association. Each Director shall hold office until the next annual meeting of the Members and until his or her successor has been duly elected and qualifies.

2. Responsibilities. The business and property of the Association shall be managed by the Board of Directors. The Board of Directors may, however, enter into such management agreement or agreements with third persons as it may deem advisable.

3. Regular Meetings. A regular meeting of the Board of Directors shall be held without notice, immediately after, and at the same place as, the annual meeting of the Members. The Board of Directors may provide by resolution the time and any place for the holding of additional regular meetings without notice other than such resolution.

4. Notice. Unless otherwise provided herein, written or printed notice stating the place, day, and hour of any special meeting of the Board shall be given to all Directors at least three

(3) days prior to the meeting date. Such notice shall be deemed to have been properly furnished if mailed postage prepaid at least five(5) business days before the meeting date to each Director at his or her business address. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting unless the Director attends for the express purpose of objecting to the transaction of any business because the meeting is not properly called or convened. Neither the business to be transacted at nor the purpose of any meeting need be specified in the notice thereof.

5. Quorum. A majority of the Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board. The act of a majority of the Directors at a meeting at which a quorum is present shall constitute the act of the Board of Directors unless the act of a greater number is required by law.

6. Vacancies. Any vacancy on the Board may be filled by the affirmative vote of a majority of the remaining Directors, even though such remaining Directors constitute less than a quorum. A Director thus selected to fill a vacancy shall serve for the unexpired term of his or her predecessor in office.

7. Compensation. No compensation shall be paid to Directors.

8. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President, the Vice President or by a majority of the Board of Directors. By unanimous consent of the Directors, special meetings of the Board of Directors may be held without call or notice at any time or place.

9. Committees. The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate one or more committees, each committee to consist of two (2) or more of the members of the Association, which, to the extent provided in said resolution, shall have and may exercise the powers in said resolution set forth. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Such committees shall keep regular minutes of their proceedings and report the same to the Board of Directors when required. The President may appoint persons to fill vacancies on each of said committees occasioned by death, resignation, removal or inability to act for any period of time.

VI. OFFICERS

1. Number and Qualifications. The Officers of the Association shall be a President, a Secretary, and a Treasurer. Any two (2) or more offices, may be held by the same person, except that the President and Secretary must be different persons. The Officers shall be designated from among the Directors, by vote of the Directors.

2. Tenure. The Officers of the Association shall be elected by the Board of Directors annually, at the meeting of the Board held after each annual meeting of the Members. If election of Officers does not occur at such meeting, it shall be held as soon thereafter as is convenient. Each Officer shall hold office until his or her successor has been duly elected and qualifies or until he or she is removed. Any Officer may be removed by the Board whenever in its judgment the best interests of the Association would be served thereby.

3. Vacancies. A vacancy in office resulting from death, resignation, removal, or any other cause shall be filled by the Board of Directors for the unexpired portion of the term of the person previously in office.

4. President. The President shall be the principal executive officer of the Association and shall exercise general supervision and control over all of the property and affairs of the Association. The President shall, when present, preside at all meetings of the Members. If the President is not present, then the Vice-President shall preside. Except in cases where the signing and execution thereof is expressly delegated by the Board of Directors or by these Bylaws to some other Officer or agent of the Association or where required by law to be otherwise signed or executed, the President, together with the Secretary or any other Officer of the Association authorized by the Board of Directors, may sign any deeds, mortgages, contracts, membership certificates, or other instruments which the Board of Directors has properly authorized to be executed. The President shall, in general, perform all duties incident to the office of President and such other duties as may from time to time be prescribed by the Board of Directors. The President shall be invited to attend all meetings of each committee.

5. Secretary. The Secretary shall keep minutes of meetings of the Members and of the Board of Directors in one or more books provided for that purpose, shall see that all notices are given in accordance with the provisions of these Bylaws, the Declaration, and law, shall maintain the membership list required by these

Bylaws, and, in general, shall perform all duties incident to the office of Secretary and such other duties as may from time to time be assigned to him or her by the President or by the Board of Directors. One or more Assistant Secretaries may be elected, who shall, in the event of the Secretary's absence or inability to act, perform the duties and functions of the Secretary.

6. Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board shall determine. The Treasurer shall have the custody of and shall be responsible for all funds of the Association, shall receive and give receipts for money due and payable to the Association, shall deposit all such money in the name of the Association in such banks, trust companies, or other depositories as are selected by the Board, shall perform all accounting, financial record-keeping, and similar services which may be necessary or desirable in connection with the Association's affairs, and, in general, perform all duties as may from time to time be assigned to him or her by the President or by the Board of Directors. When requested by the President, he or she shall report the state of the finances of the Association at each annual meeting of the Members and at any meeting of the Directors.

7. Compensation. No compensation shall be paid to Officers of the Association.

8. Additional Officers. The Board of Directors may appoint such other officers, in addition to the officers herein above expressly named, as they shall deem necessary, who shall have such authority to perform such duties as may be prescribed from time to time by the Board of Directors or by the President.

VII. MEETINGS

1. Annual Meeting. The annual meeting of the members shall be held at 7:00 p.m. on the second Wednesday in March of each year at the principal office of this Association, or at such other place as shall be stated in the notice of meeting or in a duly executed waiver of notice; provided however, that whenever such date falls upon a legal holiday, the meeting shall be held on the next succeeding business day, and further provided that the Board of Directors may by resolution fix the date of the annual meeting at such other date as the Board of Directors may deem appropriate.

2. Special Meetings. A special meeting of the Members for any purpose or purposes may be called by the President, by the

Board of Directors, or by Members who would collectively be entitled to cast not less than five (5) votes.

3. Notice. Written or printed notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to all members at least ten (10) but not more than thirty (30) days prior to the meeting date. Such notice shall be deemed to have been properly furnished if mailed postage prepaid within the required time period to the person who appears as a Member. Notice shall be mailed to the latest address for such person for the mailing of tax Notices as shown in the Salt Lake County Property Records, unless the Association is notified otherwise in writing by the Member. The Board of Directors may designate any place within the State of Utah as the place for any annual meeting or for any special meeting called by the Board. If no designation is made, the place of meeting shall be the principal office of the Association in Salt Lake County, Utah.

4. Presiding Officer. The President, and in his or her absence the Vice President, shall preside at all such meetings.

5. Voting Requirements. When a quorum is present in person or represented by proxy at any meeting, the vote of a majority shall decide any question brought before such meeting, including the election of directors, unless the question is one which, by the Declaration of Covenants, Conditions and Restrictions or of these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question. All votes may be cast by the members either in person or by proxy. All proxies shall be in writing, and shall be delivered to a credentials committee consisting of the President, Vice President and Secretary of the Association at least two (2) days prior to any meeting. If instructed, the Secretary shall enter a record of such proxies in the minutes of the meeting. Each member shall have one (1) vote on all matters submitted to a vote of the members.

6. Registered Members. At annual meetings of the members only such persons shall be entitled to vote in person or by proxy as appear as members upon property records of Salt Lake County, Utah at the time notice of the meeting issues.

7. Quorum. Except as otherwise provided in the Declaration or these Bylaws, at any meeting of the members, the holders of a majority of the memberships of the Association present in person or by proxy shall constitute a quorum of the members. In the absence of a quorum, the chairman of the meeting may adjourn the meeting for up to forty-five (45) days without notice other than by

announcement at the meeting. At any such adjourned meeting a quorum shall be one-half (½) of the required members for a quorum at the immediately preceding meeting. At any meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally noticed.

8. Waiver of Irregularities. All inaccuracies and/or irregularities in calls, notices of meeting and in the manner of voting, form of proxies, credentials and method of ascertaining those present shall be deemed waived if no objection is made at the meeting.

VIII. SEAL

The Board of Directors shall at its option have the authority to select a seal for the Association. Such seal shall be impressed with the name of the Association.

IX. ANNUAL STATEMENT

The Board of Directors shall present at each annual meeting, and when called for by a vote of the members at any special meeting of the members, a full and complete statement of the business and condition of the Association.

X. FISCAL YEAR

The fiscal year of the Association shall be the calendar year.

XI. AMENDMENTS

These Bylaws may be altered or repealed by the affirmative vote of a majority of the members at any regular meeting of the members or at any special meeting of the members if notice of the proposed alteration or repeal be contained in the notice of such special meeting.

XII. MISCELLANEOUS

1. Manager. The Association may carry out through a Property Manager any of its functions which are properly the subject of delegation. Any Manager so engaged shall be an independent contractor and not an agent or employee of the Association, shall be responsible for managing the Property for the benefit of the

Association and the Members, and shall, to the extent permitted by law and the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself.

2. Principal Office and Registered Agent. The principal office of the Association shall be located in Salt Lake County, Utah. The name of the registered agent and the address of the principal office of the Association are as follows:

3. Regulations. The Board of Directors may adopt, amend, and repeal resolutions for regulation and management of the affairs of the Association not inconsistent with these Bylaws, the Declaration, or law.

4. Interpretation. The captions which precede the various portions of these Bylaws are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders. The invalidity or enforceability of any provision contained in these Bylaws shall not affect the validity or enforceability of the remainder hereof.

DATED this __ day of _____, 2011.

Secretary