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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SPENCER RICKS  
BY: TRA, DEPUTY - WI 5 P.

WHEN RECORDED, RETURN TO:

**TYCKSEN & SHATTUCK, L.C.**

c/o Spencer K. Ricks  
12401 S. 450 E., suite E1  
Draper, UT 84020  
(801) 748-4081

Amendments to the  
Amended and Restated Declaration  
For  
**The Cornell Condominiums**  
(Including Bylaws)  
A Utah Condominium Project

## **AMENDMENT I**

**WHEREAS**, pursuant to that certain Amended and Restated Declaration (the "Declaration") for The Cornell Condominiums, a Utah Condominium Project, recorded in the Condominium Records of Salt Lake County; and

**WHEREAS**, pursuant to Section 10.1(b) of the Declaration permitting amendments to the Declaration,

**WHEREAS**, the Association desires to amend the Declaration to bring the Declaration in compliance with certain Federal Housing Administration (FHA) guidelines; and

**WHEREAS**, pursuant to Sections 10.1(a)-(c) of the Declaration, the Association desires to amend the Declaration to include a new article, entitled Article XIII – Damage and Reconstruction; and

**WHEREAS**, a vote was cast wherein the Association approved the following Amendment by the required sixty percent (60%) of the voting rights of the Association as follows:

Amendment I to the Declaration, *Article XIII – Damage and Destruction*, shall be added in its entirety to create an additional Article, and shall read as follows:

### **ARTICLE XIII - DAMAGE AND DESTRUCTION**

13.1 In case of fire, casualty or any other disaster covered by the insurance policies causing any damage or destruction to any condominiums or common areas, the insurance proceeds shall be applied toward the reconstruction of the buildings. Reconstruction, as used in this paragraph, means restoring the buildings to substantially the same condition in which they existed prior to the fire, casualty, or other disaster, with each condominium and the common area having the same vertical and horizontal boundaries as before. Modifications to conform to then applicable governmental rules and regulations may be made. Such reconstruction shall be accomplished by the Management Committee, who shall have the authority to employ an architect, advertise for bids, and let contracts to contractors and others as required to effect the reconstruction. The Management Committee may authorize the insurance company to proceed with the reconstruction upon satisfaction of the Management Committee that such reconstruction will be appropriately carried out.

13.2 If the insurance proceeds are insufficient to repair or reconstruct the building or buildings, damage to or destruction of the buildings shall nevertheless be promptly repaired and restored by the Management Committee, utilizing available insurance funds, and all Condominium owners shall be equally liable for assessment for any deficiency as a common expense.

13.3 A unanimous decision of the Condominium owners will be required to avoid the provisions of this section and determine not to rebuild, repair, or restore the building. In



AMENDMENT II

WHEREAS, pursuant to that certain Amended and Restated Declaration (the "Declaration") for The Cornell Condominiums, a Utah Condominium Project, recorded in the Condominium Records of Salt Lake County; and

WHEREAS, pursuant to Section 10.1(b) of the Declaration permitting amendments to the Declaration,

WHEREAS, the Association desires to amend the Declaration to bring the Declaration in compliance with certain Federal Housing Administration (FHA) guidelines; and

WHEREAS, pursuant to Sections 10.1(a)-(c) of the Declaration, the Association desires to amend Section 5.3, Residential Use, of the Declaration to remove any language placing a limit on per bedroom occupancy; and

WHEREAS, a vote was cast wherein the Association approved the following Amendments by the required sixty percent (60%) of the voting rights of the Association as follows:

Amendment to Section 5.3, Residential Use. The second sentence is hereby removed in its entirety so that Section 5.3, Residential Use, is to now read as follows: "Units are Single Family dwellings and are restricted to occupancy by a Single Family. Units shall be used for residential purposes in accordance with, and subject to, the other provisions of this Declaration and the Bylaws and rules and regulations adopted pursuant thereto. Except as provided in this subsection, no trade, craft, business, profession, commercial or similar activities that causes additional pedestrian or vehicular traffic, creates a sight or noise nuisance, shall be conducted on any Unit or in any other portion of the Project."

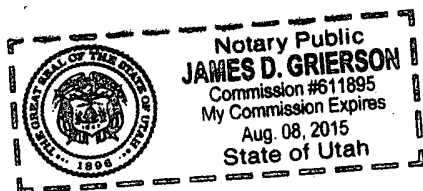
IN WITNESS WHEREOF, Cornell Condominium Homeowners Association, has executed this Amendment this 2 day of April, 2014.

CORNELL CONDOMINIUM HOMEOWNERS ASSOCIATION

Lori K. McDonald
By: Lori K. McDonald
Its: Treasurer

STATE OF UTAH )
ss:
County of Salt Lake )

The foregoing instrument was acknowledged before me on this 2 day of APRIL, 2014 by LORI McDONALD, of Cornell Condominium Homeowners Association.



James D. Grierson
Notary Public for Utah

## Legal Description

Units 1 – 12, CORNELL CONDOMINIUMS, according to the official plat thereof recorded in the records of the Salt Lake County Recorder.

First Parcel #: 16-06-233-001-0000  
Second Parcel #: 16-06-233-002-0000  
Third Parcel #: 16-06-233-003-0000  
Fourth Parcel #: 16-06-233-004-0000  
Fifth Parcel #: 16-06-233-005-0000  
Sixth Parcel #: 16-06-233-006-0000  
Seventh Parcel #: 16-06-233-007-0000  
Eighth Parcel #: 16-06-233-008-0000  
Ninth Parcel #: 16-06-233-009-0000  
Tenth Parcel #: 16-06-233-010-0000  
Eleventh Parcel #: 16-06-233-011-0000  
Twelfth Parcel #: 16-06-233-012-0000  
Area#: 16-06-233-013-0000