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 11828030 04/03/2014 10:08 AM \$30.00 Book - 10221 Pa - 4225-4229 GARY W. OTT RECORDER, SALT LAKE COUNTY, UTAH SPENCER RICKS BY: TRA, DEPUTY - WI 5 P.

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

the event of a decision not to rebuild, the Management Committee may nevertheless expend such of the insurance proceeds as may be necessary to remove the remains of the building and place the site in condition required by any applicable governmental rule or regulation, or in such condition as the Management Committee may determine is necessary to reasonably protect the owners from liability from the condition of the site. Any remaining funds shall thereafter be distributed equally for the benefit of the owners and their mortgage holders.

- 13.4 In the event of governmental condemnation of any common area or limited common area, or in the event of liquidation of the condominiums, resulting in proceeds, such proceeds shall be paid to the homeowners association for the benefit of the owners, which association shall hold such funds for the benefit of the owners and their mortgage holders.
- 13.5 The homeowner's association shall represent the condominium owners in any proceedings, negotiations, settlements or agreement in connection with condemnation, destruction, termination, or liquidation of all or part of the condominium, and the owners of each condominium shall, upon request, appoint such association as its attorney in fact for this purpose.

•		CORNELL CONDOMINIUM
		By: Lori K. McDonald Its: Treasurer
STATE OF UTAH	)	
•	ss:	•
County of Salt Lake	) .	
The foregoing ins		knowledged before me on this 2 day of

### 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 , 20/4.

CORNELL CONDOMINIUM
HOMEOWNERS ASSOCIATION

SENK. Malonald
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 20 14 by LORI MERINALID of Cornell

Condominium Homeowners Association.

Notary Public
JAMES D. GRIERSON
Commission #811895
My Commission #811895
Aug. 08, 2015
State of Utah
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 #: 16-06-233-009-0000
Tenth Parcel #: 16-06-233-010-0000
Eleventh Parcel #: 16-06-233-011-0000
Twelfth Parcel #: 16-06-233-011-0000

Area#: 16-06-233-013-0000