

After Recording Return To:
SEB Legal, LLC
P.O. Box 71565
Salt Lake City, UT 84171

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND BYLAWS
FOR SCANDIA VILLAGE CONDOMINIUMS**

This Amendment to the Declaration is executed on the date set forth below by the Scandia Village Homeowners Association ("Association").

RECITALS

A. Real property in Salt Lake County, Utah, known as Scandia Village Condominiums is subject to an amended and restated Declaration of Covenants, Conditions, Restrictions and Bylaws recorded on May 14, 2009, in the Salt Lake County Recorder's Office as Entry 10702576 ("Declaration");

B. This amendment shall be binding against the property described in EXHIBIT A and the Declaration and any annexation or supplement thereto;

C. The purpose of this amendment is to:

1. Define lateral sewer lines as Common Area to be maintained, repaired, and replaced by the Association;

2. Update the Association insurance requirements to be in compliance with Utah law;

3. Allow for Association notices to be sent via electronic communication methods; and

4. Equalize all Unit's percent of ownership in the Common Areas;

D. All capitalized terms in this amendment shall have the same meaning as given to them in the Declaration;

E. The Management Committee certifies that, in compliance with Declaration Article 18, and Bylaws Article 11, more than 2/3rds Unit Owners have approved this amendment;

F. The Management Committee certifies that it no mortgagee approval is necessary to

to approve this amendment;

NOW, THEREFORE, the Association, by and through its Management Committee, hereby amends the Declaration as follows:

Declaration Article 3(d)(3) is amended in its entirety to read as follows:

3. Any utility pipe or line or system servicing more than a single Unit, and all ducts, wires, conduits and other accessories used therewith servicing more than a single Unit. Lateral sewer pipes, regardless of whether or not they serve more than a single Unit, shall be considered Common Area for which the Association has the duty to maintain, repair, and replace.

Article 7 of the Bylaws shall be amended in its entirety to read as follows:

7. Insurance

a) Types of Insurance Maintained by the Association

i) Property and liability insurance for the Project as required by Condominium Act;

ii) Directors and officers for at least \$1,000,000.00; and

iii) Fidelity bond or dishonest acts insurance for at least the value of the reserves and operating capital of the Association.

The Board may adopt insurance rules and policies to maintain the insurability of the Project, keep the premiums reasonable, and enforce responsibilities of the Owners.

b) Insurance Company. The Association shall use an insurance company knowledgeable with condominium insurance, which is qualified to issue insurance policies in Utah.

c) Premium as Common Expense. The premiums for the Association's insurance policies shall be a Common Expense.

d) Insurance by Owner. Owners shall obtain insurance for personal property, contents, and personal liability. Owners shall also obtain loss assessment and dwelling coverage in the amount of the Association's deductible.

e) Payment of Deductible. The deductible on a claim made against an Association policy shall be allocated amongst the parties to the loss as described in Condominium Act, as amended or replaced from time to time.

f) **Right to Adjust Claims.** The Association has the right and authority to adjust claims.

Articles 4(d) and 4(h) of the Bylaws shall be replaced in their entirety to read as follows:

d. **Notices.** All notices and other communications required under the Declaration, Bylaws, and rules shall be in writing.

i) Notices to Owners may be delivered using the following methods:

(1) By professional courier service or First-class U.S. mail, postage prepaid, to the address of the Unit or to any other address designated by the Owner in writing to the Association;

(2) By hand to the address of the Unit or to any other address designated by the Owner in writing to the Association; or

(3) By facsimile, electronic mail, or any other electronic means to an Owner's number or address as designated by the Owner in writing to the Association.

ii) Notice to the Association may be delivered using the following methods:

(1) By professional courier service or First-class U.S. mail, postage prepaid, to the principal office of the Association as designated in writing to the Owners; or

(2) By facsimile, electronic mail, or any other electronic means to the Association's official electronic contact as designated in writing to the Owners.

iii) Notices sent via courier or mail shall be deemed received 3 days after being sent. Notices hand delivered or sent via electronic means shall be deemed received upon delivery or being sent.

h. **Waivers of Notice.** Whenever any notice is required under the governing documents, the Condominium Act, or the Nonprofit Act, an owner may waive notice in writing. The waiver may be signed before or after the time for notice. A waiver of notice shall be equivalent to notice.

Article 6(e) of the Declaration shall be amended in its entirety to read as follows:

e. **Interest in Common Area and facilities.** Each Unit shall have an equal percentage of undivided ownership interest in the Common Areas and facilities. The exact percentage for each Unit is contained in Appendix B to the Declaration.

Appendix B of the Declaration shall be amended in its entirety to read as follows:

OWNERSHIP OF COMMON AREA AND FACILITIES

All 48 Units located within the Project shall have an equal percent ownership in the Common Areas and facilities, which percent is 2.084. To avoid a perpetual series of digits and to obtain a total of 100% undivided ownership interest, the last digit has been rounded up or down to a value that is most nearly correct.

IN WITNESS WHEREOF, the Association, by and through its Management Committee, has executed this Amendment to the Declaration as of the ___ day of _____, 2015.

SCANDIA VILLAGE HOMEOWNER ASSOCIATION

David A. Kahane
By: David A. Kahane

Barrie D. France
By: Barrie D. France

Claire D. Graham
By: Claire D. Graham

Jane D. Cunningham
By: Jane D. Cunningham

Vic McGinnis
By: Vic McGinnis

STATE OF ~~UTAH~~ New York
County of New York)
:SS

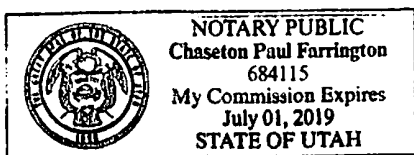
On the 10 day of May, 2016, personally appeared David Kahane who, being first duly sworn, did that say that they are a member of the Management Committee of the Association and that said instrument was signed and sealed on behalf of said Association; and acknowledged said instrument to be their voluntary act and deed.

Mary A. Callinan
Notary Public for Utah

MARY A. CALLINAN
Notary Public, State of New York
No. 01CA8067262
Qualified in New York County
Commission Expires 1/17/2018

STATE OF UTAH)
:SS
County of Salt Lake)

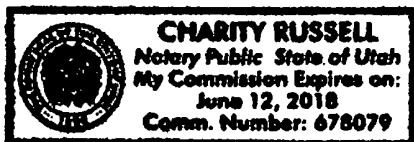
On the 20 day of May, 2018, personally appeared Claire Graham who, being first duly sworn, did that say that they are a member of the Management Committee of the Association and that said instrument was signed and sealed on behalf of said Association; and acknowledged said instrument to be their voluntary act and deed.



[Signature]
Notary Public for Utah

STATE OF UTAH)
County of Salt Lake :SS)

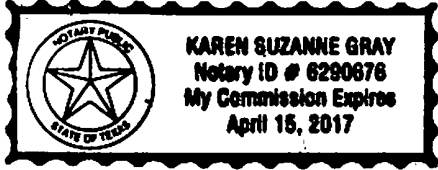
On the 13 day of May, 2016, personally appeared VICTOR S. MCGINNIS who, being first duly sworn, did that say that they are a member of the Management Committee of the Association and that said instrument was signed and sealed on behalf of said Association; and acknowledged said instrument to be their voluntary act and deed.



Charity Russell
Notary Public for Utah

STATE OF ^{TEXAS} UTAH)
:SS
County of ROBERTSON)

On the 16 day of August, 2015, personally appeared JAMES P. CUNNINGHAM who, being first duly sworn, did that say that they are a member of the Management Committee of the Association and that said instrument was signed and sealed on behalf of said Association; and acknowledged said instrument to be their voluntary act and deed.

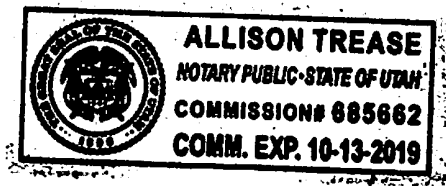


Karen Suzanne Gray
Notary Public for ~~Utah~~ Texas

STATE OF UTAH)
 :SS
County of Salt Lake)

On the 6th day of June, 2016, personally appeared Bonnie Jo France
_____ who, being first duly sworn, did that say that they are a member of the Management
Committee of the Association and that said instrument was signed and sealed on behalf of said
Association; and acknowledged said instrument to be their voluntary act and deed.

Allison Trease
Notary Public for Utah



**EXHIBIT A
LEGAL DESCRIPTION**

ALL UNITS IN THE SCANDIA VILLAGE CONDOMINIUMS AS SHOWN ON THE OFFICIAL MAP THEREOF ON RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Building	Type	Unit	Parcel Number
	U	AREA	22-35-327-052-0000
1	U	1A	22-35-327-002-0000
1	U	1B	22-35-327-003-0000
2	U	2A	22-35-327-004-0000
2	U	2B	22-35-327-005-0000
3	U	3A	22-35-327-006-0000
3	U	3B	22-35-327-007-0000
4	U	4A	22-35-327-008-0000
4	U	4B	22-35-327-009-0000
5	U	5A	22-35-327-010-0000
5	U	5B	22-35-327-011-0000
6	U	6A	22-35-327-012-0000
6	U	6B	22-35-327-013-0000
7	U	7A	22-35-327-014-0000
7	U	7B	22-35-327-015-0000
8	U	8A	22-35-327-016-0000
8	U	8B	22-35-327-017-0000
9	U	9A	22-35-327-018-0000
9	U	9B	22-35-327-019-0000
10	U	10A	22-35-327-020-0000
10	U	10B	22-35-327-021-0000
11	U	11A	22-35-327-022-0000
11	U	11B	22-35-327-023-0000
12	U	12A	22-35-327-024-0000

Building	Type	Unit	Parcel Number
12	U	12B	22-35-327-025-0000
13	U	13A	22-35-327-026-0000
13	U	13B	22-35-327-027-0000
14	U	14A	22-35-327-028-0000
14	U	14B	22-35-327-029-0000
15	U	15A	22-35-327-030-0000
15	U	15B	22-35-327-031-0000
16	U	16A	22-35-327-032-0000
16	U	16B	22-35-327-033-0000
17	U	17A	22-35-327-034-0000
17	U	17B	22-35-327-035-0000
18	U	18A	22-35-327-036-0000
18	U	18B	22-35-327-037-0000
19	U	19A	22-35-327-038-0000
19	U	19B	22-35-327-039-0000
20	U	20A	22-35-327-040-0000
20	U	20B	22-35-327-041-0000
21	U	21A	22-35-327-042-0000
21	U	21B	22-35-327-043-0000
22	U	22A	22-35-327-044-0000
22	U	22B	22-35-327-045-0000
23	U	23A	22-35-327-046-0000
23	U	23B	22-35-327-047-0000
24	U	24A	22-35-327-048-0000
24	U	24B	22-35-327-049-0000