

**WHEN RECORDED,
PLEASE RETURN TO:**

Aabir Malik | Colmena Group
1201 Wilmington Ave, Suite 115
Salt Lake City, UT 84106

TAX ID. NOS: 16202350110000,
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10/14/2016 10:47:00 AM \$31.00
Book - 10487 Pg - 9708-9713
Gary W. Ott
Recorder, Salt Lake County, UT
TITLE WEST
BY: eCASH, DEPUTY - EF 6 P.

**FIRST AMENDMENT TO DECLARATION OF
CONDOMINIUM AND BYLAWS FOR WILMINGTON GARDENS,
a Utah Mixed Use Condominium Project**

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM AND BYLAWS FOR WILMINGTON GARDENS (this "Amendment") is executed as of ^{October} September 14, 2016, by Wilmington Gardens Unit Owners Association, a Utah non-profit corporation (the "Association") by and through the Management Committee of Wilmington Gardens, a Utah Mixed Use Condominium Association (the "Management Committee").

RECITALS

A. That certain real property located in Salt Lake County, Utah, and more particularly described in Exhibit A attached hereto, is subject to that certain Declaration of Condominium and Bylaws for Wilmington Gardens, a Utah mixed use condominium project, recorded on September 18, 2015, as Entry No. 12134565 in Book 10362 at Page 6416 of the Official Records of Salt Lake County, Utah (the "Declaration").

B. The Unit Owners, by vote of at least Two-Thirds Majority, has determined to amend the Declaration as set forth in this Amendment. This instrument is executed pursuant to Section 13.1 of the Declaration which requires any such amendments to be executed by the Management Committee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declaration is amended as follows:

1. **DEFINITIONS.** All initially capitalized terms, unless specifically defined herein, shall have the meanings given them in the Declaration.
2. **AMENDMENTS.** Section 13.1.2 (Rights of Eligible Mortgagees) of the Declaration is hereby deleted in its entirety and the following substituted therefor:

13.1.2 *Rights of Eligible Mortgagees.* No amendment, modification, addition or

deletion of any material provision of this Declaration or the Condominium Plat shall be effective unless made with the consent of the Eligible Mortgagee holding a Mortgage on the Unit impacted by the amendment, modification, addition or deletion. Notwithstanding the foregoing, no consent is required of an Eligible Mortgagee holding a Mortgage on a Unit which has appurtenant less than 20% of the Undivided Interest. For purposes of this Section 13.1.2, material provisions of this Declaration include those that provide for any of the following: (a) voting; (b) assessments, assessment liens or subordination of assessment liens; (c) reserves for maintenance, repair and replacement of the Common Areas and Facilities and the Limited Common Areas and Facilities; (d) insurance; (e) rights to use the Common Areas and Facilities and the Limited Common Areas and Facilities; (f) responsibility for maintenance and repair of the Property; (g) expansion or contraction of the Property or the addition, annexation or withdrawal of property to or from the Property; (h) the perimeter boundaries of any Unit; (i) the interests in the Common Areas and Facilities or Limited Common Areas and Facilities; (j) convertibility of Units into Common Areas and Facilities or of Common Areas and Facilities into Units; (k) leasing of Units; (l) imposition of any restrictions on the right of a Unit Owner to sell, transfer or otherwise convey a Unit; (m) express benefits or rights of Mortgagees, Eligible Mortgagees or Eligible Insurers or Guarantors; and (n) changes to the allocation of Common Expenses. An addition or amendment shall not be considered material for purposes of this Section 13.1.2 if it is for the purpose of correcting technical errors or for clarification only. Any Eligible Mortgagee to whom a written request to approve an addition or amendment to this Declaration or the Condominium Plat (or to approve a decision of the Unit Owners or the Management Committee with respect to the nature of Restoration or a decision not to undertake Restoration pursuant to Article 10) is mailed in the United States mail, postage prepaid, certified and return receipt requested, to the address for such Eligible Mortgagee shown on the list maintained by the Management Committee who has not delivered to the Management Committee a negative response within thirty (30) days from the date of such mailing shall be deemed to have approved such request.

3. MISCELLANEOUS PROVISIONS.

3.1 **Confirmation of Declaration.** The Association hereby affirms that the Association and the Unit Owners shall continue to be bound by all of the terms of the Declaration and Bylaws, as amended hereby.

3.2 **Certification.** The Management Committee hereby certifies that the requisite Two-Thirds vote of the Unit Owners for this Amendment has been obtained and that the approval of 51% or more of the Eligible Mortgagees has been obtained.

3.3 **Non-Impairment.** Except as expressly provided herein, nothing in this Amendment shall alter or affect any provision, condition, or covenant contained in the Declaration or Bylaws or affect or impair any rights, powers, or remedies of the Association or the Management Committee thereunder, it being the intent of the Management Committee and the Unit Owners that, except as amended hereby, all of the terms, covenants and conditions of the Declaration shall remain in full force and effect.

[Signature Page Follows]

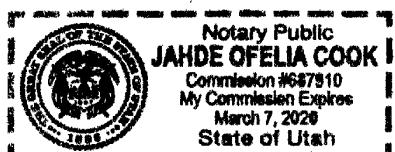
IN WITNESS WHEREOF, this Amendment has been executed as of the date first set forth above.

The Management Committee of the Wilmington Gardens Unit
Owners Association, a Utah non-profit corporation

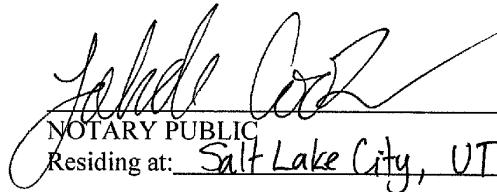
By: 
Walker Kennedy III, President

STATE OF Utah)
:ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 27th day of September,
2016, by Walker Kennedy III, President of the Management Committee of Wilmington Gardens Unit Owners
Association, a Utah non-profit corporation.



My Commission Expires: 3-7-2020


NOTARY PUBLIC
Residing at: Salt Lake City, UT

CERTIFICATION

The undersigned, on behalf of the Management Committee of Wilmington Gardens Unit Owners Association, a Utah non-profit corporation, hereby certify that the foregoing First Amendment to the Declaration of Condominium and Bylaws for Wilmington Gardens, a Utah mixed use condominium project, was duly proposed, voted on and passed by the members at a duly called meeting of the Association.

DATED: September 20, 2016.

By Todd Olsen
Todd Olsen, Secretary

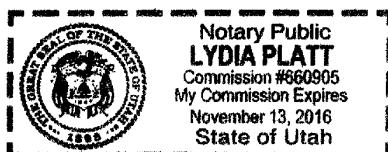
STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

The foregoing certification was acknowledged before me this 20th day of September, 2016, by Todd Olsen, Secretary of Wilmington Gardens Unit Owners Association, a Utah non-profit corporation.

Lydia Platt
NOTARY PUBLIC
Residing at: 177 E. 2100 S. SLC, UT 84106

My Commission Expires:

11/13/2016



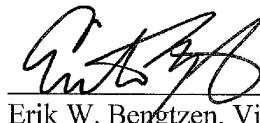
CONSENT

Wells Fargo Bank, National Association, as an Eligible Mortgagee holding Mortgages on Units which have appurtenant at least 51% of the Undivided Interests in the Property subject to that certain Declaration of Condominium and Bylaws for Wilmington Gardens, a Utah mixed use condominium project, recorded on September 18, 2015, as Entry No. 12134565 in Book 10362 at Page 6416 of the Official Records of Salt Lake County, Utah (the "Declaration"), hereby consents to and approves of the foregoing First Amendment to the Declaration.

DATED: September 27, 2016

WELLS FARGO BANK, NATIONAL ASSOCIATION

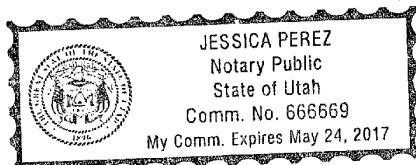
By:

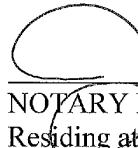
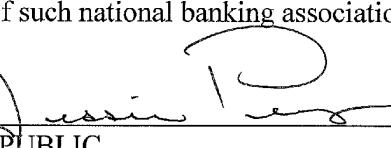

Erik W. Bengtzen, Vice President

STATE OF UTAH)
:ss.

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me on this 27th day of SEPTEMBER, 2016, by Erik W. Bengtzen, a Vice President of Wells Fargo Bank, National Association, a national banking association, for and on behalf of such national banking association.



 
NOTARY PUBLIC

Residing at: Salt Lake City, UT
My Commission Expires: May 24, 2017

EXHIBIT A
Legal Description

That certain property located in Salt Lake County, State of Utah, and more particularly described as follows:

ALL OF LOT 1, HOLLADAY SUBDIVISION AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 508.78 FEET AND WEST 397.65 FEET FROM THE NORTHEAST CORNER OF BLOCK 46, 10 ACRE PLAT "A" BIG FIELD SURVEY, AND RUNNING THENCE SOUTH 0°45'36" WEST 25.20 FEET; THENCE SOUTH 0°02'58" EAST 26.72 FEET TO THE NORTHEAST CORNER OF LOT 32, BLOCK 8, UNION HEIGHTS SUBDIVISION AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE SOUTH 0°20'37" WEST ALONG THE EAST LINE OF SAID LOT 32, 156.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 32, SAID POINT BEING ON THE NORTH LINE OF WILMINGTON AVENUE; THENCE NORTH 89°42'55" WEST ALONG THE NORTH LINE OF SAID WILMINGTON AVENUE 425.34 FEET TO THE SOUTHWEST CORNER OF LOT 16, OF SAID BLOCK 8, UNION HEIGHTS SUBDIVISION; THENCE NORTH 0°20'37" EAST ALONG THE WEST LINE OF SAID LOT 16, 139.81 FEET TO THE NORTHWEST CORNER OF SAID LOT 16; THENCE SOUTH 88°06'19" WEST ALONG THE NORTH LINE OF LOTS 15 AND 14 OF SAID BLOCK 8, UNION HEIGHTS SUBDIVISION 38.07 FEET TO THE SOUTHEAST CORNER OF LOT 6 OF SAID BLOCK 8, UNION HEIGHTS SUBDIVISION; THENCE NORTH 69.62 FEET; THENCE SOUTH 89°42'22" EAST 463.80 TO THE POINT OF BEGINNING.

CONTAINS: 2.091 ACRES

TAX I.D. NOS: 16-20-229-068

Also described as:

Units 1A, 1B, 1C, 2A, 2B, 2C, 2D, 2E, 2F, 2G, 3 and 4 contained within Wilmington Gardens Condominium, a Utah mixed use condominium project, as the same is identified in the Declaration of Condominium and Bylaws recorded September 18, 2015 as Entry No. 12134565 in Book 10362 at Page 6416 of the official records of the Salt Lake County, Utah Recorder (as said Declaration may heretofore have been amended or supplemented), and in the Condominium Plat recorded September 18 2015 as Entry No. 12134564, in Book 2015P of Plats at Page 220 of the official records of the Salt Lake County, Utah Recorder (as said Condominium Plat may heretofore have been amended or supplemented); TOGETHER WITH a percent undivided interest in the Common Areas and Facilities appurtenant to such Unit, as more particularly described in said Declaration.

TAX ID. NOS: 16202350110000, 16202350120000, 16202350010000, 16202350020000, 16202350030000, 16202350040000, 16202350050000, 16202350060000, 16202350070000, 16202350080000, 16202350090000, 16202350100000, and 16202350130000

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