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RASHELLE HOBBS
Recorder, Salt Lake County, UT
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Association of Unit Owners
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Parcel Nos. 3006-4050010000-30000

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AMENDMENT TO DECLARATION OF CONDOMINIUM
OF THE SUPERIOR POINT CONDOMINIUMS

THIS AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE SUPERIOR POINT CONDOMINIUMS (this "Amendment") is executed this 19 day of August, 2018, by the undersigned members of the Management Committee of Superior Point Condominiums Association of Unit Owners, a Utah nonprofit corporation.

RECITALS

A. That certain Declaration of Condominium of the Superior Point Condominiums was recorded on April 13, 1990 in the Office of the Salt Lake County Recorder (the "Recorder's Office"), as Entry No. 4904834, Book 6212, Pages 2486-2536, as amended by those certain amendments to Declaration of Condominium of the Superior Point Condominiums recorded on July 18, 1991 in the Recorder's Office as Entry 5099585, in Book 6338 starting at Page 725; recorded on May 25, 1994 in the Recorder's Office as Entry No. 5832309, in Book 6947, starting at Page 1771; and recorded on December 30, 2011 in the Recorder's Office as Entry No. 11306206, in Book 9978, starting at Page 6681 (collectively, the "Declaration"), together with a Record of Survey Map (the "Map") as Entry No. 4904833, thereby creating Superior Point Condominiums, an Expandable Condominium (the "Project");

B. The Project's Owners desire and at a special meeting of the Owners held on May 4, 2018, 71.86% of the Owners voted to update the Declaration to comply with recent changes to Utah Code Annotated Sections 57-8-1, *et. seq.*, as the same may be amended from time to time (the "Act"), including revisions to the insurance provisions, reserve analysis requirements, registration requirements with the Utah Department of Commerce, percentage vote to amend the Declaration; and promulgation of rules and regulations by the Management Committee; and

C. The Project's Owners desire and at a special meeting of the Owners held on May 4, 2018, 71.86% of the Owners have voted in favor of clarifying the maintenance responsibilities of the Unit Owners and the maintenance responsibilities of the Association; and

NOW, THEREFORE, in consideration of the recitals, which are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Declaration is hereby amended as follows:

1. Definitions. For purposes of this Amendment, the definitions set forth in the Declaration and the Utah Condominium Ownership Act, Utah Code Ann., § 57-8-1, et seq., shall be applicable except to the extent amended hereby. Any definitions not defined in the Declaration or in this Amendment shall have the meaning set forth in the Utah Condominium Ownership Act.

2. Consent of Owners of Altered Units. The requisite three-quarters (3/4) affirmative vote or approval and consent of the Unit Owners has been obtained in compliance with Section 23 of the Declaration.

3. Section 13. ASSOCIATION OF UNIT OWNERS; MASTER ASSOCIATION; MANAGEMENT COMMITTEE. Section 13.4.1 shall be deleted in its entirety and replaced with the following provision:

"13.4.1 To adopt, make, amend, modify, create, expand and enforce all rules and regulations covering the operation and maintenance of the Project, which may include architecture and landscape design criteria. The rules, however, are subject to: (a) any express provisions, restrictions and limitations in the Declaration; (b) The Business Judgment Rule¹; and (c) the right of the Unit Owners to notice and to disapprove of any proposed rule and/or regulation.

(i) Before it adopts or changes a rule or regulation, the Management Committee must provide the Unit Owners within fifteen (15) days of its meeting, advance notice of its intention. Notice is not required in an emergency.² The Management Committee must provide an open forum at a meeting of the Management Committee and provide Unit Owners with a chance to be heard. The Unit Owners may, within sixty (60) days, and by a vote of at least a majority of the total ownership at a special meeting called for this purpose disapprove the proposed rule or regulation.³

(ii) The rules must treat similarly situated people the same, although the rules may vary according to the type of service provided. The rules may not violate the right of Unit Owners to display religious and holiday signs inside their dwelling, although the rules may define the time, place, and manner of displays visible from outside a Unit. The

¹ The business judgment rule is a presumption of the law that the governing board is acting in the best interest of the association, and, as a result, the decisions it makes are protected from judicial review in the event there is a loss or the decision turns out to be wrong, so long as the board did not violate its fiduciary duty to act in good faith and not commit a fraud, self-deal or have a conflict of interest, essentially, not be guilty of intentional misconduct.

² Imminent risk of immediate and substantial harm to person or property.

³ Note: The Management Committee is NOT required to call a special meeting unless a petition is submitted to it in accordance with the requirements of the Bylaws for a petition to require a special meeting.

rules may not regulate the content of political signs, although the rules may define the time, place, and manner of displays visible from outside the Unit. The rules may not interfere with a Unit Owner's determination of the composition of his or her household, although they may legally require the occupants to be members of a single housekeeping unit and may limit the total number of occupants permitted in a Unit based on its size, configuration and a fair use of the Common Areas and Facilities. The rules may not interfere with activities within a Unit if the activity is legal. Limits may be made if the activities are not considered typical for a residential neighborhood, or if the activities create an additional expense for the Association, or if the activities are dangerous or pose a health concern, or if the activities constitute a nuisance, create unreasonable noise or traffic, or are unsightly or annoying, or create secondary smoke issues. If federal, state or local law permits, rules may be adopted regulating use or behavior inside a Unit including by way of illustration but not limitation smoking, rentals, noise, traffic and nuisance. The rules may address a variety of matters such as user fees, the availability of the Common Area and Facilities, the denial of access of use of recreational amenities to trespassers, violators, misusers or abusers, the transfer of lots, rental terms, the disposal of personal property, etc. The rules may regulate the maintenance and use of the Common Area and Facilities, late fees, accruing interest, indemnity, etc. No rule may be in conflict, inconsistent or incongruent with the Declaration and Bylaws. If any provision of this subsection is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. This subsection will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions of this subsection will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this subsection. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there will be added automatically, as a part of this subsection, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable."

4. Section 14. MAINTENANCE, ALTERATION AND IMPROVEMENT. Section 14 shall be deleted in its entirety and replaced with the following provisions:

"14.1 The Association is responsible to maintain, repair, replace, and keep the Common Area and Facilities in a state of good condition and repair. The maintenance, replacement and repair of all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of heat, gas, light, power, air conditioning, water and sewer service contained in the portions of the Units that service part or parts of the Property *other than the Unit in which they are contained*, shall be the responsibility of the Association and the cost thereof shall be a Common Expense. All incidental damages caused to a Unit by maintenance, replacement or repairs of the Common Areas and Facilities or utility services shall be repaired promptly and the cost thereof charges as a Common Expense. In addition, the Association is responsible for providing, contracting and/or subcontracting for the care, maintenance, repair and replacement of the roofs (except where altered by an individual unit owner) and exterior surfaces of any Building and Unit in order to maintain quality of construction and uniformity of appearance. This responsibility shall include sanding, staining and painting of all decks and railings, private entry doors, and garage doors. The Management Committee shall have a reasonable right of entry upon the premises of any Unit to effect any emergency or other necessary repairs which the Unit Owner has failed to perform, and the cost of such repairs shall be charged to the Owner of that Unit.

14.2 Subject to the approval of the Management Committee, each Unit Owner shall maintain, repair, replace, and keep his or her Unit and any property he or she privately owns in a state of good condition and repair, including by way of illustration but

not limitation his or her Unit, driveway and walkways servicing only his or her Unit, and the following improvements (if such improvements are located within his or her Unit), including without limitation all individual services such as power, light, gas, hot and cold water, heating, air conditioning, all windows (except those in Common Areas), fixtures, systems, glass, doors and door systems and garage doors and garage door systems (including door and hardware replacement, garage door panel replacement, and garage mechanical parts and mechanism replacement), patios, balconies and decks (structural repair and/or wood replacement), railings (structural and/or metal replacement), plumbing fixtures, systems and lateral pipes or valves, and all concrete, including the driveway, sidewalks, walkways, steps, porch and landing serving or servicing only his or her Unit, including any damage caused thereby and not covered by insurance. Each Unit Owner shall also maintain any Common Area and Facilities appurtenant to his or her Unit, broom clean and free of debris, grease spills, leaks, personal property, trash, litter and debris. All maintenance, repairs and replacements are subject to the approval of the Management Committee as to construction materials, quality of construction and installation, and uniformity of appearance. No Unit Owner shall allow his or her Unit or the Common Area and Facilities adjacent thereto to detract from the health, safety or uniform appearance or design of the Project. The Management Committee is authorized to adopt rules and regulations with respect to maintenance to preserve the overall aesthetic appearance of the Project. Any repairs or replacements to physical improvements of a Unit Owner's Unit, including by way of illustration but not limitation all patios, balconies, and decks and roof alterations, are conditional upon and subject to the prior written approval of the Management Committee in order to maintain quality of construction and uniformity of appearance. If a Unit Owner adds to or alters any patio, balcony, deck or roof, such alteration and any resulting damage, repair or replacement, whether affecting the individual Unit or another Unit, shall be the sole and absolute responsibility of the Unit Owner. Any such repairs not approved by the Management Committee shall be considered unacceptable and non-conforming, and shall be removed, and the property restored to its original condition, upon delivery of a written request. The Management Committee shall have a reasonable right of entry upon the premises of any Unit to effect any emergency or other necessary repairs which the Unit Owner has failed to perform, and the cost of such repairs shall be charged to the Owner of that Unit."

5. Section 15. INSURANCE. The following provision shall be added at the end of Section 15.1 as Section 15.1.8:

"15.1.8 *Property Insurance.* The Association must maintain, to the extent reasonably available, property insurance on physical structures of all Buildings, Units, Limited Common Area and Common Areas and Facilities. If property insurance is available, then the Association must notify Unit Owners within seven (7) days of obtaining such coverage. The Association may but is not required to carry other types of insurance. The property insurance, which shall include all Common Areas and Facilities, must be provided by blanket coverage (as opposed to a schedule listing each Building or Unit separately) and may not be less than one hundred percent (100%) of the full replacement cost of the Project, which must be reviewed at each renewal.

(a) The property insurance shall include coverage for any and all fixtures, improvements, or betterments installed by a Unit Owner, floor coverings, cabinets, heating and plumbing fixtures, paint, wall coverings, windows, and any item permanently attached to a Unit or Building.

(b) When the Association has a master policy of property insurance and the Unit Owner also has property insurance, the Association's insurance shall be considered *primary*; provided, however, the Unit Owner's insurance applies and the Owner's insurance policy is considered the primary coverage up to the amount of the master policy deductible. If the Unit Owner has no insurance, then he or she is personally responsible for the loss up to the amount of the deductible.

(c) A Unit Owner who suffers a loss and makes a claim on the Association's property insurance policy is responsible for payment of the Association's deductible; provided, however, if two (2) or more Unit Owners suffer loss in a single event, they are each responsible for payment of a portion of the Association's deductible based on the percentage of the loss they each suffered. The deductible, which a Unit Owner is required to pay, applies to the claim on both the Unit and any appurtenant Limited Common Area; that is, only one deductible applies.

(d) If Unit Owner does not pay his or her share of the loss, the Association may levy an assessment against the Unit Owner and his or her Unit in a sum equal to his or her share of the loss.

(e) The Association must set aside in escrow an amount equal to the amount of the master policy deductible or Ten Thousand Dollars (\$10,000) (unless by statute a higher amount is required in which event the statutory requirement shall govern and control), whichever is less.

(f) The Association must give notice to all Owners of their obligation to pay the Association's deductible. The Association shall also give notice of any change in the amount of the deductible. If the Management Committee does not provide the required notice of an increase in the amount of the deductible on the Association's property insurance, then the Association is only liable for the amount of the undisclosed increase in the deductible if the Unit Owner does not have adequate coverage for the full deductible.

(g) The Association is not required to submit a claim to the Association's insurance carrier if the Management Committee determines that the amount of the claim is not likely to exceed the amount of the Association's insurance deductible.

(h) The insurer for the master policy shall adjust with the Association a loss covered under the Association's policy.

(i) Repairs must be done within a reasonable amount of time and in accordance with approval from the Management Committee and its rules and regulations.

(j) If any provision of this Section is held to be inconsistent, incongruent or in conflict with the insurance requirements as set forth in the Act or illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. This Section will be construed and enforced as if the provision that is inconsistent, incongruent or in conflict with the insurance requirements as set forth in the Act, or the illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions of this

Section will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Section. Furthermore, in lieu of each such provision that is inconsistent, incongruent or in conflict with the insurance requirements as set forth in the Act or, an illegal, invalid, or unenforceable provision, there will be added automatically, as a part of this Section, a provision as similar in terms to such provision that is inconsistent, incongruent, or in conflict with the insurance requirements as set forth in the Act, or the illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.”

6. Section 23. AMENDMENT. Section 23 shall be deleted in its entirety and replaced with the following:

“Except as otherwise provided in this Declaration and except as prohibited by the Act, the provisions of this Declaration may be amended by an instrument in writing affirmatively approved by Unit Owners who own sixty-seven percent (67%) of the undivided ownership interests as set forth in Appendix A. Any such amendment shall be effective upon recording. In such amendment, the Management Committee shall certify that the vote or consent required by this Section has occurred.”

7. Section 24. ASSESSMENTS. The following provisions shall be added to Section 24 as 24.6 and 24.7:

“24.6 *Reserve Account.* The Management Committee shall establish and maintain a reserve account or accounts to pay for budget shortfalls, unexpected operating expenses, capital improvements, major repairs and deferred maintenance in accordance with the statutory requirements.

24.6.1 *Reserve Analysis.* The Management Committee shall prepare and update in accordance with the statutory requirements a written reserve analysis or study. The Management Committee shall cause a written reserve analysis or study to be conducted every six years; and review and, if necessary, update a previously conducted reserve analysis or study no less frequently than every three years. The Management Committee may conduct the reserve analysis itself or engage a reliable person or organization, as determined by the Management Committee, to conduct the reserve analysis or study. The reserve fund analysis shall include:

(a) a list of components identified in the reserve analysis that will reasonably require reserve funds;

(b) a statement of the probably remaining useful life, as of the date of the reserve analysis, of each component identified in the reserve analysis;

(c) an estimate of the cost to repair, replace or restore each component identified in the reserve analysis;

(d) an estimate of the total annual contribution to a reserve fund necessary to meet the cost to repair, replace or restore each component identified in the reserve analysis during the component’s useful life and at the end of the component’s useful lie; and

(e) a reserve funding plan that recommends how the Association may fund the annual contribution referred to in subsection (d).

24.6.2 *Presentation of Reserve Analysis.* The Management Committee is responsible to present to Unit Owners each year the amount of money that should be deposited into the reserve account each year to properly or adequately satisfy the recommendations of the plan for deferred maintenance adopted, based, at least in part on the reserve study. The contents of the reserve study shall be comprehensive, complete and accurate, and must address not only the systems, equipment and facilities but also the components effectively. The Management Committee shall provide a summary of the most recent reserve study to the all Unit Owners each year, even if they do not attend the annual meeting. The full reserve study (and any updates) must be made available to Unit Owners upon request. The Association must include a specific reserve fund line item in its annual budget. The Management Committee must establish the amount of the reserve fund line item based on the reserve study that it believes to be prudent in its sole and absolute discretion, and set forth the steps for the Units Owners to veto the Management Committee's reserve fund line item as follows:

(a) Within 45 days after the day on which the Association adopts its annual budget, the Unit Owners may veto the reserve fund line item by a 51% vote of the allocating voting interests in the Association at a special meeting called by the Unit Owners for the purpose of voting whether to veto a reserve fund line item.

(b) If the Unit Owners veto a reserve fund line item and a reserve fund line item exists in a previously approved annual budget of the Association that was not vetoed, the Association shall fund the reserve account in accordance with that prior reserve fund line item.

(c) If the Association does not follow the procedure for presentation of the reserve fund analysis, budgeting for the reserve fund line item, and/or the veto protocol outlined in the Act, the Unit Owners may maintain an action against the Association as set forth in the Act.

24.6.3 *Use of Reserve Fund.* The Management Committee shall not use money in a reserve fund for daily maintenance expenses, unless a majority of the Unit Owners vote to approve the use; of reserve fund money for that purpose or for any purpose other than the purpose for which the reserve fund was established. The Management Committee must maintain a reserve fund separate from other funds of the Association; provided, however, the Management Committee shall not be restricted from prudently investing money in a reserve fund, subject to any investment constraints imposed by this Declaration or Utah law. In the event of transfer of a Unit, the reserve account contributions made by a particular Unit Owner shall not be refundable to that Unit Owner and shall be deemed property of the Association. All reserve fund paid and/or owing to the Association shall be deemed property of the Association and are not property of the individual Owners.

24.7 *Reimbursement Assessment and Financial Responsibility for Repairs.* The Association, by and through its Management Committee, may elect and shall have the right to levy a reimbursement assessment ("Reimbursement Assessment") against any Owner who fails to comply with the provisions of this Declaration, the Association's Articles or Bylaws, or any rule or regulation adopted by the Association, if such failure results in the expenditure of monies by the Association in carrying out its functions hereunder or for purposes of collecting any fines which may be levied by the Association. Except for collection of fines, such assessment shall be for the purpose of reimbursing the Association, should be limited to the amount so expended, may include a project oversight fee not exceeding ten percent (10%) of the total costs expended by the Association, and shall be due and payable to the Association when levied.

(a) Association's Right to Correct/Repair and Procedure for Notifying Owner of Noncompliant Conditions. The Association, by and through its Management Committee, may elect to undertake measures to correct and/or repair any condition, which an Owner fails to correct and/or repair, in order to comply with the provisions of this Declaration, the Association's Articles or Bylaws, or any rule or regulation adopted by the Association.

Prior to the Association undertaking any measures to correct and/or repair any condition that an Owner has fails to correct and/or repair, the Management Committee shall give written notice to such Owner of the condition that is out of compliance with the Declaration and/or any rules and regulations promulgated by the Association. The Owner shall then have thirty (30) days from the date on the notice with which to correct and/or repair the condition. The Management Committee, in its sole and absolute discretion, may allow the Owner additional time to make any correction and/or repair upon written request by the Owner.

If the Owner fails to correct and/or repair the condition within thirty (30) days from the date of the notice (or if the Owner and the Management Committee do not agree to extend the time Owner has to make such correction and/or repair), the Management Committee may elect to make such correction and/or repair.

(b) Management Committee's Authority and Responsibility of Costs for Repairs Undertaken by Association. The Management Committee shall have the authority, in its sole and absolute discretion, to hire and to enter into contracts with such professionals as may be required to complete such repairs and/or correct such condition. The Management Committee, acting as agent for and on behalf of the noncompliant Owner, may direct such professionals to send any invoices for such repairs and/or corrections directly to the Owner and all Owners hereby agree to hold the Association, its Management Committee and officers, harmless therefrom. The noncompliant Owner shall be solely responsible for the cost of any such repairs and/or corrections made by the Association, and such costs may include a project oversight fee levied by the Management Committee not to exceed ten percent (10%) of the total cost of the correction and/or repair. Nothing herein shall limit or extinguish the Association's right to levy a Reimbursement Assessment."

8. Application of Amendment. The amendments adopted hereby are intended to amend the Declaration and this Amendment shall be controlling in resolving any conflicts between this Amendment and the Declaration to the extent any other provisions of the Declaration are inconsistent herewith. This Amendment shall be binding upon and inure to the benefit of all of the Unit Owners, their Mortgagees, lessees, successors and assigns.

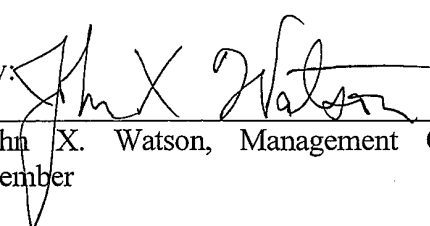
9. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Each party hereto agrees that it will be bound by its own facsimile signature and that it accepts the facsimile signatures of the other parties hereto. Original executed signature pages will be exchanged by the parties promptly after such facsimile signature pages are sent.

10. Declaration Remains in Force. Except as herein modified, all other terms of the Declaration, as previously amended, shall remain in full force and effect.

DATED the day and year first above written.

MANAGEMENT COMMITTEE OF
SUPERIOR POINT CONDOMINIUMS ASSOCIATION OF UNIT OWNERS,
a Utah nonprofit corporation

By:



John X. Watson, Management Committee
Member


By:

Steven Mason, Management Committee
Member

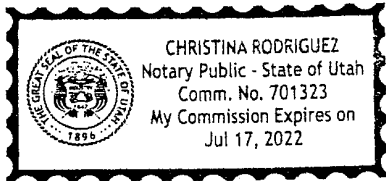
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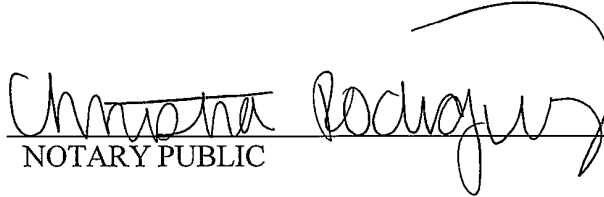
Richard Hunt, Management Committee Member

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

January 2019 

The foregoing instrument was acknowledged before me this 11 day of ~~August~~, 2018, by John X. Watson, a member of the management committee of Superior Point Condominiums Association of Unit Owners.





NOTARY PUBLIC

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

The foregoing instrument was acknowledged before me this ___ day of August, 2018, by Steve Mason, a member of the management committee of Superior Point Condominiums Association of Unit Owners.

NOTARY PUBLIC

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

The foregoing instrument was acknowledged before me this ___ day of August, 2018, by Richard Hunt, a member of the management committee of Superior Point Condominiums Association of Unit Owners.

NOTARY PUBLIC

10. Declaration Remains in Force. Except as herein modified, all other terms of the Declaration, as previously amended, shall remain in full force and effect.

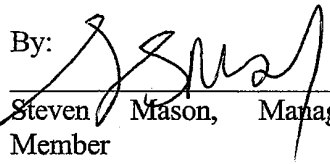
DATED the day and year first above written.

MANAGEMENT COMMITTEE OF
SUPERIOR POINT CONDOMINIUMS ASSOCIATION OF UNIT OWNERS,
a Utah nonprofit corporation

By:

John X. Watson, Management Committee
Member

By:



Steven Mason, Management Committee
Member

By:

Richard Hunt, Management Committee Member

STATE OF UTAH)
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COUNTY OF SALT LAKE)

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NOTARY PUBLIC

STATE OF UTAH)
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COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 11th day of ~~August~~^{January 2019}, 2018, by Steve Mason, a member of the management committee of Superior Point Condominiums Association of Unit Owners.



Sherise L. Verheest

NOTARY PUBLIC

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 :ss.
COUNTY OF SALT LAKE)

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NOTARY PUBLIC

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DATED the day and year first above written.

MANAGEMENT COMMITTEE OF
SUPERIOR POINT CONDOMINIUMS ASSOCIATION OF UNIT OWNERS,
a Utah nonprofit corporation

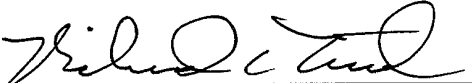
By:

John X. Watson, Management Committee
Member

By:

Steven Mason, Management Committee
Member

By:



Richard Hunt, Management Committee Member

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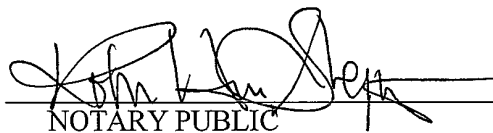
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COUNTY OF SALT LAKE)

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COUNTY OF SALT LAKE)

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