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ERNEST D ROWLEY, WEBER COUNTY RECORDER
17-OCT-08 849 AM FEE \$91.00 DEP SPY
REC FOR: HELGESEN WATERFALL JONES

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AMENDMENT TO DECLARATION
FOR
KNOLLWOOD CONDOMINIUM

This amendment ("Amended Declaration") is made and executed on the date shown below by the Unit Owners of Knollwood Condominium.

RECITALS

WHEREAS, Knollwood Condominium was created by the Declaration of Covenants, Conditions, Restrictions and Bylaws for Knollwood Condominium dated November 25, 1975, and recorded on the 23rd day of February, 1976, in the Recorders office of Weber County, Utah, and there have been various amendments thereto, including the "Amended and Restated Declaration of Condominium of Knollwood Condominium" recorded in the records of Weber County, Utah, on November 10, 2004, as entry # 2067574 (hereinafter "Enabling Declaration"); and

WHEREAS, the property that is the subject of this Amended Declaration is situated in and upon that certain real property located in Weber County, State of Utah, as specifically described in Exhibit "A", attached hereto and incorporated herein by this reference, and including the Common area that is appurtenant to each Unit as shown on the plat maps for Knollwood Condominium, as recorded in the office of the County Recorder for Weber County, State of Utah. There are 60 Units at Knollwood Condominium; and

WHEREAS, Knollwood Condominium Unit Owners desire to amend the Enabling Declaration to preserve and enhance the quality of life at Knollwood Condominium; and

WHEREAS, The Unit Owners in Knollwood are desirous to create the Knollwood Condominium Homeowners Association, Inc., a Utah nonprofit corporation ("Association"), which will be created by filing Articles of Incorporation with the Utah Division of Corporations and Commercial Code, which Association shall operate for the purpose of managing the Common area and enforcing the provisions of the Enabling Declaration and any amendments thereto. The Association will be the governing body of Knollwood Condominium and will operate in accordance with the Enabling Declaration, this Amended Declaration, the Articles of Incorporation (Exhibit "B" attached hereto and incorporated herein by this reference) and the Bylaws of the Association as they are currently set forth in Exhibit "C" attached to the 2004 Enabling Declaration of Knollwood Condominium.

NOW THEREFORE, To accomplish the Unit Owners' objectives, the following amendments are adopted creating the Knollwood Condominium Homeowners Association, Inc., a Utah nonprofit corporation. This Amended Declaration shall include various additional amendments. If there is any conflict between this Amended Declaration and the Enabling Declaration, this Amended Declaration shall control.

This Amendment shall become effective upon recording. The Knollwood Condominium Enabling Declaration is hereby amended as follows:

AMENDMENTS

ARTICLE 1

CREATION OF NONPROFIT CORPORATION

- 1.1 The Unit Owners hereby authorize and approve the creation of a Utah nonprofit corporation, to be known as the Knollwood Condominium Homeowners Association, Inc. ("Association"), by filing with the State of Utah the Articles of Incorporation for the Association in a form substantially similar to those contained in Exhibit "B", attached hereto. The Association shall be responsible for managing the Common area within Knollwood and governing the affairs of Knollwood in accordance with the provisions of the Enabling Declaration, any Amendments to the Enabling Declaration, the Articles of Incorporation and the Bylaws.

- 1.2 By voting to approve this Amended Declaration, the Unit Owners hereby agree to adopt the following documents:
 - a. this Amended Declaration;
 - b. the Articles of Incorporation (Exhibit "B" attached hereto); and
 - c. and the Bylaws of the Association (as currently set forth in Exhibit "C" attached to the 2004 Enabling Declaration of Knollwood Condominium,

as the governing documents of Knollwood Condominium Homeowners Association, Inc., which documents shall constitute equitable servitudes that shall run with the real property described in Exhibit "A". In the event of a conflict between the provisions in this Amended Declaration and the Enabling Declaration, this Amended Declaration shall control.

- 1.3 Pursuant to the provisions in this Amended Declaration wherein Knollwood is incorporated as a nonprofit corporation under the laws of the State of Utah, the management of Knollwood and the Common area of Knollwood shall hereafter be performed under the direction and authority of the Association's Board of Directors. Any reference to the term "Management Committee" in the Enabling Declaration or any amended thereto, or in the Bylaws of Knollwood, or any other Knollwood document, shall hereafter be deemed to mean and refer to the term "Board of Directors" of the Knollwood Condominium Homeowners Association, Inc.

ARTICLE 2

PERPETUAL LIEN AND NOTICE OF CONTINUING OBLIGATION

- 2.1 **Creation of the Lien and Personal Obligation of Assessments**– Each and every Unit Owner is obligated to pay as an assessment a share of the Association's expenses as provided by the Utah Condominium Ownership Act and as set forth in the Enabling Declaration (as more specifically described in Articles 13 and 17 thereof). Each Unit Owner's obligation constitutes a perpetual lien in favor of the Association. To evidence

this perpetual lien, the Association is authorized to prepare and record in the Weber County Recorders Office against each Unit within Knollwood, a written document entitled "Notice of Continuing Obligation" (a copy of which is attached hereto as Exhibit "C")

ARTICLE 3

MISCELLANEOUS

- 3.1 **Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.
- 3.2 **Severability.** The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.
- 3.3 **Effective Date.** This Declaration shall take effect upon recording.

CERTIFICATION

It is hereby certified that Knollwood Unit Owners holding at least two-thirds (2/3) of the undivided ownership interest in the Common areas and facilities have voted to approve this Amendment to Declaration.

IN WITNESS WHEREOF, this 3 day of October, 2008

By: *Al Saucedo*
President

STATE OF UTAH)
 :ss.
COUNTY OF WEBER)

On this 3 day of October, 2008, personally appeared before me Al Saucedo who, being by me duly sworn, did say that he is President of the Knollwood Condominium Homeowners Association and that the within and foregoing instrument was signed in behalf of said Board and he duly acknowledged to me he executed the same.

Jewel S. Karren
Notary Public

Knollwood-Amendment to Declaration

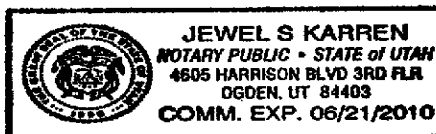


Exhibit "A"

Legal Description of Units

KNOLLWOOD CONDOMINIUM PROJECT, OGDEN CITY, WEBER COUNTY,
UTAH

PHASE 1, Units 1 through 40, (Land Serial Numbers: 06-150-0001 through 06-150-0040) ✓

PHASE 2, Units 41 through 46, (Land Serial Numbers: 06-167-0001 through 06-167-0006) ✓

PHASE 3, Units 47 through 60, (Land Serial Numbers: 06-178-0001 through 06-178-0014) ✓

Exhibit “B”

Articles of Incorporation

Articles of Incorporation FOR

KNOLLWOOD CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.

WE, THE UNDERSIGNED NATURAL PERSONS, all being of the age of eighteen years or more, acting as incorporators under the Utah Revised Nonprofit Corporation Act , adopt the following Articles of Incorporation:

Name. The name of the Corporation is KNOLLWOOD CONDOMINIUM HOMEOWNERS ASSOCIATION, INC. (herein referred to as the "Corporation").

Duration. The duration of the Corporation shall be perpetual, unless dissolved by the action of the Corporation or by operation of law.

Purposes. The purposes of the Corporation are to function in behalf of the members of the Knollwood Condominium Homeowners Association located in Weber County, Utah, and to enforce the Covenants, Conditions and Restrictions as set forth in the Enabling Declaration for Knollwood and any amendments thereof, and to provide the other services and perform all of the other functions set forth in the Enabling Declaration and any amendments thereof, and as may become desirable or necessary for the benefit of the members. The Corporation shall have all powers, rights, and privileges available to corporations under the laws of the State of Utah.

Membership/Stock. The Owners of the Corporation shall be the Owners of Units in all of Knollwood Condominium, located in Weber County, Utah. Membership is appurtenant to the Unit, and shall pass automatically to the Owner of that Unit upon conveyance of title. There shall be issued 60 shares in the Corporation. The Unit Owners shall have an interest in the Corporation as described below:

The Association shall have one (1) class of membership--Class A, described more particularly as follows:

1. **Class A.** Class A Members shall be all Owners. Class A Members shall be entitled to vote on all issues before the Association, subject to the following:
 - a. **Voting.** Each Unit Owner shall have right to vote based on percentages as provided in the Knollwood Condominium Homeowners Association Declaration and Bylaws.
 - b. **Subject to Assessment.** No vote shall be cast or counted for any Unit not subject to assessment;
 - c. **Multiple Owners.** When more than one (1) person or entity holds such interest in a Unit, the vote for such Unit shall be exercised as those persons or

entities themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advise, the vote of the Unit shall be suspended in the event more than one (1) person or entity seeks to exercise it.

d. **Number of Shares.** The Corporation is authorized to issue up to 60 shares of Class A stock.

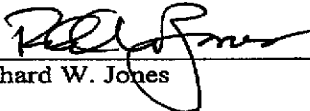
2. Class A shares shall have unlimited voting rights.
3. The Owners of Class A shares shall be entitled to receive the net assets of the Corporation upon dissolution.

Registered Agent. The registered agent for the Corporation is:

Richard W. Jones, Esq.
4605 Harrison Blvd., Third Floor
Ogden, UT 84403

Acceptance of Appointment

I, Richard W. Jones, hereby accept the appointment as the registered agent for Knollwood Condominium Homeowners Association, Inc.


Richard W. Jones

Bylaws. Bylaws have been adopted in accordance with the Amended Declaration for Knollwood. The Corporation hereby adopts the Bylaws of the Association as recorded in the office of the County Recorder for Weber County, on November 10, 2004, in Book 40, beginning on page 39 as Entry #2067574. Hereafter, bylaws may be adopted, amended, or replaced by the vote of Members as set forth in the bylaws.

Address of Corporation's Registered Office. The principal place of business of the Corporation, and its initial offices are located at 4956 Larkspur Lane, Ogden, Utah 84403. The Corporation may establish such other offices and locations as it deems appropriate for the operation of its business.

Distributions. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its Directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes as set forth above.

Dissolution. Upon the dissolution of the corporation, assets shall be distributed to the members of the corporation on the same percentage as votes and assessments are allocated and as set forth in the Knollwood Condominium Homeowners Association Declaration and

Bylaws.

Board of Directors. There will initially be nine (9) Directors of the Corporation, provided, however, the Board of Directors may consist of as few as five (5) Directors or as many as nine (9) Directors as determined by the members in a duly called meeting and by a amendment of the Enabling Declaration. The initial Board of Directors, who will serve until the election of officers and Directors at the first annual member's meeting, are:

<u>Name</u>	<u>Address</u>
Al Saucedo	4956 Larkspur Lane Ogden, UT 84403
Gail Teti	4895 Knollwood Drive Ogden, UT 84403
Joye Faulkner	4863 Chukar Lane Ogden, UT 84403
Bill Kennedy	4877 Chukar Lane Ogden, UT 84403
Amanda Sowerby	4857 Knollwood Ogden, UT 84403
Vickie Maughn	4874 Knollwood Ogden, UT 84403
Jim Bertelsen	4813 Chukar Lane Ogden, UT 84403

The Directors will elect one of them to act as Chairman until the first annual member's meeting.

Officers. The initial officers of the corporation are:

President	Al Saucedo
Vice President	Jim Bertelsen
Secretary	Joye Faulkner
Treasurer	Vickie Maughn

Annual Meeting. The annual meeting of the members shall be held at 9:00 a.m. on the third Saturday of October of each year, at such place as shall be stated in the notice of meeting or in a duly executed waiver of notice; provided however, that whenever such a date falls upon a legal holiday, the meeting shall be held on the next succeeding business day and further provided that the Board of Directors may by resolution, fix the date of the annual meeting at such other date as the Board may deem appropriate. At such meeting, the current

members shall elect Directors for a two year term to serve until their successors shall be elected and shall qualify. Only current members of Units owned in the Association shall be elected Directors according to the percentage as required by law.


Limitations on Liability. The Officers, Directors, and Members of the Corporation shall not be held personally liable for the debts and obligations of the Corporation.

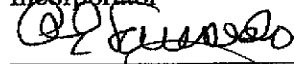
Incorporators. The incorporators of the Corporation are:

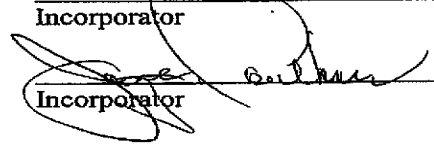
Al Saucedo	4939 Larkspur Lane Ogden, UT 84403
Jim Bertelsen	4813 Chukar Lane Ogden, UT 84403
Joye Faulkner	4863 Chukar Lane Ogden, UT 84403

Amendment. These Articles of Incorporation may be amended from time to time as authorized by the Enabling Declaration and as permitted by law.

In Witness Whereof, we, Al Saucedo, Jim Bertelsen and Joye Faulkner, have executed these Articles of Incorporation this 3rd day of October, 2008, and say: That we are the incorporators herein; that we have read the above and foregoing Articles of Incorporation; that we know the contents thereof and that the same is true to the best of our knowledge and belief, excepting as to matters herein alleged upon information and belief and as to those matters we believe them to be true.


 Incorporator

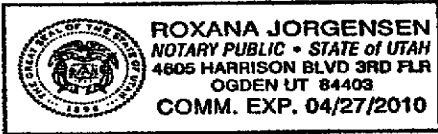

 Incorporator


 Incorporator

State of Utah)
 : ss
County of Weber)

On the 3 day October, 2008, the foregoing instrument was acknowledged and verified before me by Jim Bertelsen, who personally appeared before me, and being by me duly sworn declare under penalty of perjury that he is an incorporator of Knollwood Condominium Homeowners Association, Inc., and that he signed the foregoing, and that the statements contained therein are true and correct.

In witness whereof, I have set my hand and seal this 3 day of October, 2008.

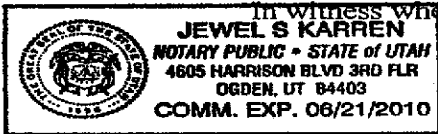


Roxana Jorgensen
Notary Public

State of Utah)
 : ss
County of Weber)

On the 3 day October, 2008, the foregoing instrument was acknowledged and verified before me by Al Saucedo, who personally appeared before me, and being by me duly sworn declare under penalty of perjury that he is an incorporator of Knollwood Condominium Homeowners Association, Inc., and that he signed the foregoing, and that the statements contained therein are true and correct.

In witness whereof, I have set my hand and seal this 3 day of October, 2008.

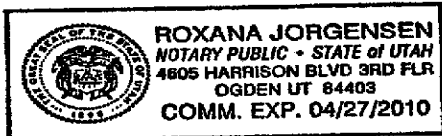


Jewel S. Karren
Notary Public

State of Utah)
 : ss
County of Weber)

On the 6 day October, 2008, the foregoing instrument was acknowledged and verified before me by Joye Faulkner, who personally appeared before me, and being by me duly sworn declare under penalty of perjury that she is an incorporator of Knollwood Condominium Homeowners Association, Inc., and that she signed the foregoing, and that the statements contained therein are true and correct.

In witness whereof, I have set my hand and seal this ___ day of October, 2008.



Roxana Jorgensen
Notary Public

Exhibit “C”

Notice of Continuing Obligation

Notice of Continuing Obligation

Notice is hereby given that the Knollwood Condominium Homeowners Association claims a continuing obligation due upon the following described unit(s) for the payment of monthly maintenance assessment fees, special maintenance assessments, administrative assessments, interest, late fees, and/or legal fees and costs:

Phase _____, Unit _____, Knollwood Condominium Project, Ogden City, Weber County, Utah

Notice is hereby given that prior to the sale or conveyance of the Unit described herein, a Certificate of Good Standing should be obtained from the Knollwood Condominium Homeowners Association indicating that all outstanding assessments have been paid in full. The Knollwood Condominium Homeowners Association may be contacted at the following address:

Dated this _____ day of _____, 20_____ .

Knollwood Condominium Homeowners Association, Inc.
a Utah Nonprofit Corporation

By: _____
Its: _____

STATE OF UTAH)
 :
COUNTY OF WEBER)

On the _____ day of _____, 20_____, personally appeared before me _____, the _____ of Knollwood Condominium Homeowners Association, Inc., a Utah Nonprofit Corporation, who acknowledged to me that (s)he executed the same in behalf of said Association.

NOTARY PUBLIC