

RETURNED
SEP 22 2009

First Amendment
To the By-Laws of Meadowbrook Estates Condominium

WHEREAS, the Declaration for Meadowbrook Estates Condominium Project was recorded on August 30, 1973 in Davis County, Utah as Entry No. 385515 in Book 524 at Page 411 and,

Whereas, Exhibit B to the above referenced Declaration contains the By-Laws of Meadowbrook Estates, and Article XI of the Bylaws states that they may be modified or amended by the vote of 66 2/3% of the Common Interest of all Unit Owners at a meeting duly held for such purpose. In order to meet the requirements of the U. S. Department of Housing and Urban Development (HUD/FHA), a meeting of the unit owners was called on 19 Sept 2009 for the specific purpose of eliminating the right of first refusal in Article IX of the Bylaws. The following Amendment to the ByLaws is hereby made:

Article IX is revoked in its entirety.

All other provisions of the By-laws remain the same.

The President and Secretary of the Meadowbrook Estates Association, by signing below, confirms that the required 66 2/3% of signatures have been obtained at the meeting called for such purpose and will be kept with the HOA records.

Signed, dated and approved this 22 day of Sept, 2009.

MEADOWBROOK ESATES CONDOMINIUM ASSOCIATION

By: Judy Frantzen
Printed Name & Title: JUDY FRANTZEN PRESIDENT

Attest: Teresa L. Althouse
Printed Name & Title: Teresa L. ALthouse Sec. Treasurer

E 2482526 B 4865 P 229-232
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/22/2009 12:13 PM
FEE \$35.00 Pgs: 4
DEP RT REC'D FOR MEADOWBROOK ESTAT
ES CONDO ASSN

STATE OF UTAH)

COUNTY OF Davis)
ss

Sworn and subscribed to before me this 22 day of Sept, 2009 by Judy
Frantzen as President of Meadowbrook Estates
Condominium Association and by Teresa L. Althouse as Sec-Treasurer
of Meadowbrook Estates Condominium Association.

By: [Signature]

Notary Public

My commission expires: 12/24/12



Exhibit B

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ARTICLE VIII

Mortgages

Section 1. Notice to Management Committee. A Unit Owner who mortgages his Unit, shall notify the Management Committee of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Management Committee; the Management Committee shall maintain such information in a book entitled "Mortgage and Mortgages of Units".

Section 2. Notice of Unpaid Common Charges. The Management Committee, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid common charges due from, or any default by, the owner of the mortgaged Unit.

Section 3. Notice of Default. The Management Committee, when giving notice to a Unit Owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address had theretofore been furnished to the Management Committee.

Section 4. Examination of Books. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times, on regular business days.

ARTICLE IX

Sales and Leases

Section 1. Sales and Leases. The owner or Unit Owners of any Unit in the project who desires to sell his Unit, or to enter into any agreement for the occupancy of his Unit by another person or persons, shall give the Management Committee ten (10) days advance written notice thereof, which notice shall state the name and address of the proposed purchaser or occupant as the case may be, and the terms and conditions upon which said proposed purchaser or occupant agrees to purchase or occupy such Unit. The Management Committee shall have the rights, exercisable at any time within ten days after its receipt of such notice, to purchase or enter into an agreement for the occupancy of such Unit upon the same terms and conditions as those specified in the notice; provided, however, that in the event the Management Committee enters into an agreement hereunder for the occupancy of any Unit, it shall have the right to sublet such Unit to any person or persons reasonably suitable to the Management Committee. In the event the Management Committee determines that it desires to purchase, or enter into an agreement respecting the occupancy of a Unit as above provided, but concludes that the price or rental specified in the notice is unreasonable, the Management Committee shall give the owner or owners of such Unit written notice thereon within seven (7) days after its receipt of the notice of the proposed sale or occupancy arrangement. The notice thus given by the Management Committee shall state that it has elected or thereby elects to purchase said Unit, or enter into an agreement for the occupancy of the same, and shall state further that the Management Committee believes the price or rental specified in the notice given to it is unreasonable. The Management Committee shall thereafter be obligated to purchase such Unit, or enter into an agreement for the occupancy of same, as the case may be, at a price of rental to be determined by a group of three M.I.A. appraisers to be selected as follows: The Management Committee

shall select one appraiser, the Unit Owner or Owners concerned shall select one appraiser, and the two appraisers thus selected shall select the third appraiser. In the event all three appraisers cannot agree on a price or rental to be paid, as the case may be, the decision of any two of the three shall be binding. The cost of the appraisers for services rendered shall be equally shared by the Management Committee and the selling Unit Owner.

The Management Committee, upon written request of any prospective seller, buyer, lessor, tenant or mortgagee, shall furnish a duly acknowledged certificate of compliance with, or a waiver of, the provisions of the immediate preceding paragraph. Such a certificate shall be conclusive evidence of the facts stated therein.

The Declarants may sell or lease any Unit without compliance with this section.

ARTICLE X

Miscellaneous

Section 1. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforcement or effect of the balance of these By-Laws.

Section 2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

Section 3. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 4. Waiver. No restriction, condition, obligation, or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 5. Signs. No sign, plaque or communication of any description shall be placed on the exterior of any Unit or Common Element by either a Unit Owner or the Management Committee, nor shall any "for rent", "for sale" or "for lease" signs or other window displays or advertising be maintained or permitted on any part of the property or in any Unit thereon so long as the Declarants own any Unit of the property. No Unit shall be used or rented for transient, hotel or motel purposes. After the Declarants have parted with all interest in the subject property, no Unit Owner shall place any sign or other communication on the exterior of any Unit or Common Element without procuring the prior written approval of the Management Committee.

ARTICLE XI

Amendments to By-Laws

Section 1. Amendments to By-Laws. These By-Laws may be modified or amended by the vote of 66 2/3% of the Common Interest of all Unit Owners at a meeting of Unit Owners duly held for such purpose.