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*David H. ...*  
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SUBJ: BIAFILE

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KOHLER BIXON  
RECORDER  
SALT LAKE COUNTY,  
UTAH

AMENDMENT TO  
BY-LAWS OF  
BRIARWOOD SPRINGS CONDOMINIUMS, INC.

Pursuant to Article XIII of the By-laws of Briarwood Springs Condominiums, Inc., at a meeting of the Board of Directors on the \_\_\_\_ day of \_\_\_\_\_, 1984, the following Amendment was adopted by the Board:

BE IT RESOLVED: That the by-laws of Briarwood Springs Condominiums, Inc. be amended as follows:

ARTICLE II, Section 3

shall be amended to read:

Section 3. "Common Area" shall mean all real property owned in undivided portions by the Unit Owners and used for the common use and enjoyment of the owners, including the land on which the building are located, foundations, columns, girders, beams, supports, main walls, roofs, stairs and stairways of buildings, community or commercial facilities provided for in the Declaration and any other part of the properties necessary or convenient to its existence, maintenance and safety or normally in common use.

ARTICLE II, Section 4

shall be amended to read:

Section 4. "Unit" means a part of the property intended for independent use, including one or more rooms or spaces located in one or more floors (or part or parts of floors) in a building.

ARTICLE II, Section 5

shall be amended to read:

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Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE II, Section 6

shall be amended as follows:

Section 6. "Declarant" shall mean and refer to Sandy Oaks, Inc., its successors and assigns.

ARTICLE III, Section 2

shall be amended as follows:

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of at least one-fourth (1/4) of the members of the Association.

ARTICLE III, Section 4

shall be amended as follows:

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the members of the Association shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without

notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

ARTICLE III, Section 5

shall be amended as follows:

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Unit.

ARTICLE IV, Section 1

shall be amended as follows:

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

ARTICLE IV, Section 2

shall be amended as follows:

Section 2. Term of Office. At the first annual meeting the members shall elect three (3) directors. They shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years and one (1) director for a term of three (3) years; and at each annual meeting thereafter the members shall elect one (1) director for a term of three (3) years.

ARTICLE VII, Section 2, Paragraph (a)

shall be amended as follows:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4th) of the members of the Association.

ARTICLE VII, Section 2, Paragraph (c) (1)

shall be amended as follows:

c) As more fully provided in the Declaration, to:

1) Fix the amount of the annual assessment against each unit at least thirty (30) days in advance of each annual assessment period;

ARTICLE VII, Section 2, Paragraph (e)

shall be amended as follows:

e) Procure and maintain adequate liability and hazard insurance on common areas and facilities of the Condominium Project.

ARTICLE XI

shall be amended as follows:

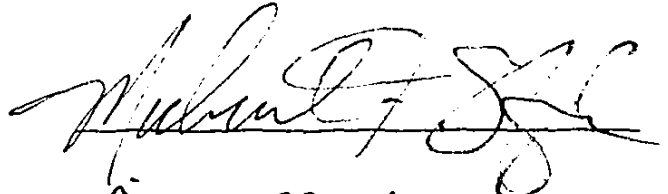
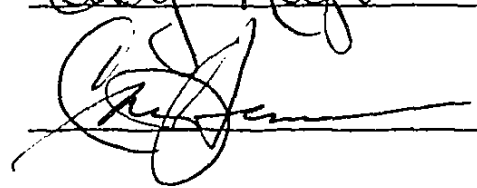
As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Unit.

ARTICLE XIII, Section 1

shall be amended as follows:

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

IN WITNESS WHEREOF, the directors of Briarwood Springs Condominium, Inc. hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 1984.

  
\_\_\_\_\_  
Cindy Nagle  
\_\_\_\_\_  
  
\_\_\_\_\_

STATE OF UTAH            )  
                                  ) ss  
COUNTY OF SALT LAKE )

I, \_\_\_\_\_, a notary public, hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 1984, personally appeared before me CARL J. NEMELKA, CINDY A. NAGLE, AND MICHAEL F. NAGLE, who being by me first duly sworn declared that they are the persons who signed the foregoing documents as directors and incorporators and that the statements contained therein are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 1984.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, residing at  
Salt Lake County, Utah

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS OF  
BRIARWOOD SPRINGS CONDOMINIUM PROJECT  
(An Expandable Condominium Project)

Pursuant to Article XV, Section 1, Paragraph 3 of the Declaration of Covenants, Conditions and Restrictions of BRIARWOOD SPRINGS CONDOMINIUM PROJECT Declarant amends same as follows:

WITNESSETH:

Original

WHEREAS, Declarant is the owner of certain property of Salt Lake County, State of Utah which is more particularly described on Exhibit "A", hereto attached.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns shall inure to the benefit of each owner thereof. Prior to the conveyance of the first unit to an owner, Declarant shall by appropriate instrument, convey title to the common areas to BRIARWOOD SPRINGS CONDOMINIUM, INC., a Utah non-profit corporation.

amended as:

WHEREAS, Declarant is the owner of certain property of Salt Lake County, State of Utah which is more particularly described on Exhibit "A", hereto attached, and which is an Expandable Condominium Project.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with and be binding upon any party having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof. At the time of conveyance of a unit to an owner, Declarant shall also convey to the unit owner an undivided interest in the common areas and facilities of BRIARWOOD SPRINGS CONDOMINIUM, as is more fully set out hereinafter.

ARTICLE IV, Section I

Original

Section I: Description of Buildings

The condominium project contains nine (9) buildings all of which are constructed of brick, masonry, wood, and cedar shingle roof. The buildings are one-half story below ground and two and one-half stories above ground level. The condominium also contains a swimming pool, community center, and tennis courts as part of the common area and facilities.

amended as:

The condominium project, phase 1 consists of five (5) buildings all of which are frame buildings with cedar siding, stone facing and composition

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roofing. The buildings are one-half story below ground and two and one-half stories above ground level. The condominium also contains a swimming pool, community center, and tennis courts as part of the common area and facilities.

ARTICLE VI, Section I, Paragraph 4

Original:

4. Ownership of Common Areas. Each unit owner shall own as a tenant in common with the other unit owners an undivided one-thirtieth (1/30th) interest in the general common areas. The fractional interest of ownership in the general common areas may be decreased from time to time as additional contiguous parcels of real property are added to the condominium project.

Amended as:

4. Ownership of Common Areas. Each unit owner shall own as a tenant in common with the other unit owners an undivided one-thirtieth (1/30th) or 3.3% of the general common areas. The fractional interest of ownership in the common areas may be decreased from time to time, until the unit owner has a minimum of one-one hundred seventy fourth (1/174th) interest in or .57% of the general common area, as additional phases are completed in the condominium project.

ARTICLE VI, Section II, Paragraph 3b

Original:

b. A license to maintain private passenger automobiles at and on parking space or spaces assigned to the unit by Declarant or by the Association, subject to the rules and regulations of the Association, and payment of a reasonable monthly fee;

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Amended as:

b. A license to maintain private passenger automobiles at and on parking space or spaces assigned to the unit by Declarant or by the Association, subject to the rules and regulations of the Association.

ARTICLE VII, Section 1, Paragraphs 7 and 8

Original:

7. Liability for Assessments. The owners of a unit and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Such liability may not be avoided by a waiver of the use or enjoyment of any common areas or facilities or by abandonment of the unit for which the assessments are made. A purchaser of a unit at a judicial or foreclosure sale or a first mortgagee who accepts a deed in lieu of foreclosure shall be liable only for assessments coming due after such sale and for that portion of due assessments prorated to the period after the date of such sale. Such a purchaser as aforesaid shall be entitled to the benefit of all prepaid assessments paid beyond the date such purchaser acquired title.

8. Lien for Assessments. The unpaid portion of any assessment which is due shall be secured by lien upon the unit and all appurtenances thereto and shall be enforced in the manner provided for the foreclosure of liens by the laws of the State of Utah. Such lien shall have priority over all other liens except liens for general taxes and first mortgages or trust debts of record. Such a claim of lien

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shall also secure all assessments which come due thereafter until the claim of lien is satisfied.

Amended as:

7. Liability for Assessments. Any lien for common expenses assessed against any unit together with interest, costs, and reasonable attorney's fee shall be the personal obligation of the person who was the owner of such unit at the time the assessment fell due. Such personal obligation for delinquent assessments shall not pass to successors in title or interest unless assumed by them. Such liability may not be avoided by a waiver of the use or enjoyment of any common areas or facilities or by abandonment of the unit for which the assessments are made. A purchaser of a unit at a judicial or foreclosure sale or a first mortgagee who accepts a deed in lieu of foreclosure shall be liable only for assessments coming due after such sale and for that portion of due assessments prorated to the period after the date of such sale. Such a purchaser as aforesaid shall be entitled to the benefit of all prepaid assessments paid beyond the date such purchaser acquired title.

8. Lien for Assessments. The unpaid portion of any assessment which is due, with interest, costs and a reasonable attorney's fee shall be secured by a lien upon the unit and all appurtenances thereto and shall be enforced in the manner provided for the foreclosure of liens by the laws of the State of Utah. Such lien shall have priority over all other liens except liens for general taxes and first mortgages or trust deeds of record. Such a claim of lien shall also secure all assessments which come due thereafter until the claim of lien is satisfied.

ARTICLE VIII, Section 1, Paragraph 9b

Original:

b. The Declarant or its agent may place "For Sale" or "For Rent" signs on any unsold, unoccupied or reacquired units and may place such other signs on the property as may be required to facilitate the sale or lease of unsold units;

Amended as:

b. The Declarant or its agent may place such signs on the property as may be required to facilitate the sale of unsold units.

ARTICLE XI, Section 1, Paragraph 2

Original:

2. During the period of seven (7) years from the date this Declaration is recorded or until the last unit is sold on the property described above or property hereafter annexed thereto, whichever date shall first occur, the Declarant shall have the right to name the Board of Directors of the Association. This section shall not be subject to amendment during the terms set forth herein.

Amended as:

2. During the period of six (6) years from the date this Declaration is recorded or until seventy-five percent (75%) of the total units are sold on the property described above or property hereafter annexed thereto, whichever date shall first occur, the Declarant shall have the right to name the Board of Directors of the Association. At the time at which Declarant no longer has any right to name the Board of Directors, the Association shall have control of Briarwood Springs Condominium, Inc.

This section shall not be subject to amendment during the terms set forth herein.

ARTICLE XII, Section 1, Introductory Paragraph

Original

1. Rights and Statements Respecting Additional Land.

Declarant hereby furnishes the following information and statements respecting the Additional Land as indicated in Exhibit B and Declarant's right and option concerning expansion of the Project by the addition thereto of the Additional Land or a portion or portions thereof:

Amended as:

Declarant hereby expressly reserves the option to expand the project. Declarant hereby furnishes the following information and statements respecting the Additional Land as indicated in Exhibit B and Declarant's right and option concerning expansion of the Project by the addition thereto of the Additional Land or a portion or portions thereof:

ARTICLE XII, Section 1, Paragraph 4

Original:

4. Assuming that the entirety of the Additional Land is added to the Project, the maximum number of Units which may be created on the Additional Land is one hundred forty-four (144). At any given time the total number of Units created on such portion(s) of the Additional Land as has (have) theretofore been added to the Project divided by the total acreage of such portion(s) shall be no greater than one hundred forty-four (144) divided by the total acreage of the entirety of the Additional Land.

Amended as:

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4. Assuming that the entirety of the Additional Land is added to the Expandable Project, the maximum number of Units which may be created on the Additional Land is one hundred forty-four (144), so that the maximum number of Units in the project will be one hundred seventy-four (174). At any given time the total number of Units created on such portion(s) of the Additional Land as has (have) theretofore been added to the Project divided by the total acreage of such portion(s) shall be no greater than one hundred forty-four (144) divided by the total acreage of the entirety of the Additional Land, and at no time shall a unit owner's undivided interest in common areas and facilities be less than .57%.

ARTICLE XII, Section I, Paragraph 6

Original:

6. Any Building or other structure erected on a portion of the Additional Land added to the Project need not be of the same architectural style or comprised of the same materials as structures within the preexisting Project. Nevertheless, any such Building or other structure shall be constructed in a good and workmanlike manner.

Amended as:

6. Any Building or other structure erected on a portion of the Additional Land added to the Project must be consistent in quality of construction with Buildings in the pre-existing Project, although they need not be of the same architectural style or comprised of the same materials as the pre-existing Project.

ARTICLE XII, Section I, Paragraph 11

Original:

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11. Any expansion(s) of the Project through the addition thereto of the Additional Land or portions thereof and through the creation on the portions of the Additional Lands concerned of additional Units shall be such that the percentage of undivided ownership interest in the Common Areas which at any point in time is appurtenant to any Unit then in the Project is not more than 7 percent and not less than .2 percent.

Amended as:

11. DELETED

ARTICLE XIII, Section I

Pages 31 and 32

Original:

Neither the Management Committee nor the Association of Owners shall:

1. Alter the provisions of Article IX and Article XII in such a way as to diminish the insurance protection required to be afforded to the parties designed to be protected thereby; or
2. Fail to maintain the insurance coverage described in said Sections.

Any Mortgagee shall have the right, at its request and expense and upon reasonable notice, to examine the books and records of the Management Committee, of the Association of Unit Owners, or of the Condominium Project. The Management Committee and the Association shall establish an adequate reserve to cover the cost of reasonable, predictable, and necessary major repairs and replacements of the Common Areas and Facilities and shall cause such reserve to be funded by regular monthly or other periodic assessments

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against the Units rather than by special assessments.

Any agreement for professional management of the Condominium Project which may be entered into by the Management Committee or the Association of Unit Owners, and any contract (to which the Management Committee or Association is a party) providing for services by Declarant, shall call for a term not exceeding three (3) years and shall provide that either party, with or without cause and without payment of any termination fee, may terminate same upon not in excess of ninety (90) days written notice.

From and after the time a Mortgagee makes written request to the Management Committee or the Association of Unit Owners therefor, the Committee or the Association shall notify such Mortgagee in writing in the event that there occurs any damage or loss to, or taking or anticipated condemnation of:

1. The Common Areas involving an amount in excess of, or reasonably estimated to be in excess of, Ten Thousand and no/100 Dollars (\$10,000.00); or
2. Any Unit encumbered by the Mortgage held by such Mortgagee, if the amount involved in such damage, loss, or taking is in excess of, or reasonably estimated to be in excess of, One Thousand and no/100 Dollars (\$1,000.00). Said notice shall be given within ten (10) days after the Management Committee or said Association learns of such damage, loss, taking or anticipated condemnation.

No provision of this Declaration gives or may give a Unit Owner or any other party priority over any rights of Mortgagees pursuant to their respective Mortgages in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for loss to or taking of Units and/or the Common Areas and Facilities.

Any Mortgagee which obtains title to the Unit encumbered by its

Mortgage pursuant [sic] to the remedies provided for in said Mortgage, pursuant to foreclosure of said Mortgage, pursuant[sic] to exercise of a power of sale available under said Mortgage. or pursuant to deed or assignment in lieu of foreclosure, shall be exempt from and shall in no way be governed by or subject to any "right of first refusal" which may be contained in or provided for in this Declaration.

In the event another provision or clause of this Declaration deals with the same subject matter as is dealt with in any provision or clause of this Article XIII, the provision or clause which results in the greatest protection and security for a Mortgagee shall control the rights, obligations, or limits of authority, as the case may be, applicable to the Management Committee and Association of Unit Owners with respect to the subject concerned.

Amended as:

Neither the Management Committee nor the Association of Owners shall:

1. Alter the provisions of Article IX and Article XII in such a way as to diminish the insurance protection required to be afforded to the parties designed to be protected thereby; or
2. Fail to maintain the insurance coverage described in said Sections.

Any Mortgagee shall have the right, at its request and expense and upon reasonable notice, to examine the books and records of the Management Committee, of the Association of Unit Owners, or of the Condominium Project. The Management Committee and the Association shall establish an adequate reserve to cover the cost of reasonable, predictable, and necessary major repairs and replacements of the Common Areas and Facilities and shall cause



such reserve to be funded by regular monthly or other periodic assessments against the Units rather than by special assessments.

Any agreement for professional management of the Condominium Project which may be entered into by the Management Committee or the Association of Unit Owners, and any contract (to which the Management Committee or Association is a party) providing for services by Declarant, shall call for a term not exceeding three (3) years and shall provide that either party, with or without cause and without payment of any termination fee, may terminate same upon not in excess of ninety (90) days written notice, nor less than thirty (30) days written notice. Declarant shall negotiate no contract with a professional Manager to exceed the term of one (1) year.

From and after the time a Mortgagee makes written request to the Management Committee or the Association of Unit Owners therefor, the Committee or the Association shall notify such Mortgagee in writing in the event that there occurs any damage or loss to, or taking or anticipated condemnation of:

1. The Common Areas involving an amount in excess of, or reasonably estimated to be in excess of, Ten Thousand and no/100 Dollars (\$10,000.00); or
2. Any Unit encumbered by the Mortgage held by such Mortgagee, if the amount involved in such damage, loss, or taking is in excess of, or reasonably estimated to be in excess of, One Thousand and no/100 Dollars (\$1,000.00). Said notice shall be given within ten (10) days after the Management Committee or said Association learns of such damage, loss, taking or anticipated condemnation.

No provision of this Declaration gives or may give a Unit Owner or any other party priority over any rights of Mortgagees pursuant to their

respective Mortgagees in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for loss to or taking of Units and/or the Common Areas and Facilities.

In the event another provision or clause of this Declaration deals with the same subject matter as is dealt with in any provision or clause of this Article XIII, the provision or clause which results in the greatest protection and security for a Mortgagee shall control the rights, obligations, or limits of authority, as the case may be, applicable to the Management Committee and Association of Unit Owners with respect to the subject concerned.

ARTICLE XV, Section 1, Paragraph 3

Original:

3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for a successive period of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than 90 percent of the unit owners in this and added phases and thereafter signed by not less than 75 percent of the unit owners. Any amendment must be recorded. Declarant may amend this Declaration without the vote of the membership during the term of seven (7) years from the date this Declaration is recorded or at such time as all the units are sold on the property or property annexed thereto whichever date sooner occurs.

Amended as:

3. Amendment. This Declaration may be amended by an instrument signed by not less than 75 percent of the unit owners of this and any

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added phases. Any amendment must be recorded. Declarant may amend this Declaration without the vote of the membership during the term of 6 years from the date this Declaration is recorded or until such time that 75 percent of the units are sold on the Property and Property Annexed thereto, whichever date sooner occurs. Provided, however, that no amendment to merge this Project with a successor condominium regime shall be effective without prior approval of the Veterans Administration.

ARTICLE XV, Section 1, Paragraph 5

Original:

No Original.

Amended as:

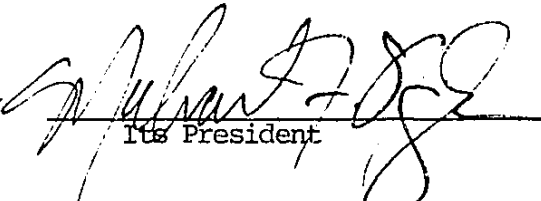
5. Applicable Law. It is the intention of Declarant that the provisions of Utah's Condominium Ownership Act, Utah Code Annotated §57-8-1 et. seq., shall apply hereto.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 19<sup>TH</sup> day of DECEMBER, 1984.

DECLARANT:

SANDY OAKS INCORPORATED

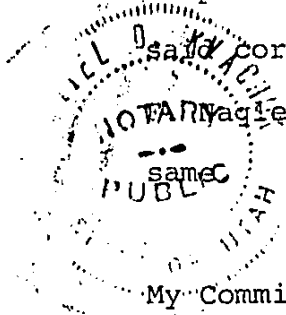
By

  
Its President


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STATE OF UTAH )  
 )  
COUNTY OF SALT LAKE )

On the 19th day of DECEMBER, 1984,  
personally appeared before me MICHAEL F. NAGLE, who being by  
me duly sworn, did say that he is the President of Sandy Oaks  
Corporation and that said instrument was signed in behalf of  
said corporation by authority of its Bylaws and said Michael  
Nagle acknowledges to me that said corporation executed the



My Commission Expires:  
12-1-88

  
NOTARY PUBLIC, residing at  
Salt Lake County, Utah

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