AMENDMENT TO DECLARATION ESTABLISHING A CONDOMINIUM PROJECT KNOWN AS TANGLEWOOD

OWEN RASMUSSEN, the duly elected, qualified and acting manager of the condominium project known as "Tanglewood", pursuant to Article XI, Amendment, to the declaration establishing a condominium project known as "Tanglewood" as filed in the office of the Salt Lake County Recorder in Book 2912, at page 419 thereof, by vote of at least 66-2/3% of the total vote of all owners cast in person or by proxy at a duly called meeting in accordance with the provisions of the By-laws, held on the 14th day of May, 1991, does hereby certify as follows:

1. By-Law 4.2, Annual Meetings of the Owners, is herewith amended to read as follows:

"Annual Meetings of the Owners, after the first meeting, shall be held at eight o'clock, p.m., on the second Thursday of January of each year at such reasonable place and at such other reasonable time (not more than 60 days before or after such date) as may be designated by the Management Committee."

2. By-Law 4.8. <u>Fiscal Year</u>, is herewith amended to read as follows:

The Fiscal year shall be January 1st to December 31st.

3. By-Law 7.1 (b) Assessments, is herewith amended to read as follows:

"Assements against Owners pursuant to annual budget shall be made for the fiscal year annually on or before January 15, preceding the year for which the assessments are made."

4. By-Law 9, Owner Obligations and Defaults, is herewith amended to add to said By-Laws the following sub-paragraph which shall be numbered 9.4 and shall read:

The Management Committee may make "9.4: demand upon any lessor or renter of any unit in the project for the amount of the monthly common expense assessment in the event that the owner of such unit fails or refuses to pay such monthly expense assessment to the management committee when due. Upon the failure of any lessor or renter to remit the amount of the common expense after demand is made upon him or them the management committee may bring an action or actions against the lessor or renter and the owners for such delinqunecy together with interest thereon, at the legal rate, late charges and attorney's fees. This provision is in addition to the lien rights provided for in the By-Laws. A copy of this provision shall be incorporated into any lease or rental agreement by each owner who should lease or rent his or her unit. lessor or renter shall be deemed as having accepted this provision, whether it is in the lease or rental agreement or not. Payment of the monthly expense assessment to the management committee, shall absolve such lessor or renter of that portion of his lease payments or rentals due the owner. This amendment shall be deemed retroactive and shall be r fective to all existing leases or rental agreements upon the adoption of this by-law.

5. Declaration X, PERSON TO RECEIVE SERVICE.

This paragraph of the Declarations is deleted in its entirety, the person designated therein having no remaining interest is said project.

IN WITNESS WHEREOF, declarant has caused this amendment to the Declaration and incorporated By-laws to be executed this the day of June, 1991, at Salt Lake County,. State of Utah.

STATE OF UTAH

SS.

COUNTY OF SALT LAKE

On the 6^{-7l} th day of June, 1991 personally appeared before me, the undersigned Notary Public, OWEN RASMUSSEN, the signer of the within instrument who duly acknowledged to me that he was the duly elected, qualified and acting manager of the condominium project known as "Tanglewood" and that he executed the above instrument.

NOTARY PUBLIC, Residing at

Salt Lake City, Utah

Commission Expires:

PAUL COTRU-MANES 311 S STATE S NO 280 SLC UT 84111 REC BY: KARMA BLANCHARD , DEFUTY