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**THIRD AMENDMENT TO DECLARATION
OF CONDOMINIUM AND BYLAWS FOR
AIX LA CHAPELLE CONDOMINIUMS**

On the 21st day of July, 1992, a meeting of the members of the Aix La Chapelle Condominium Association, Inc. was held at the Aix La Chapelle Clubhouse in Salt Lake City, Utah. The meeting followed notice to the Unit Owners as required by the Declaration. A quorum was present. At the meeting which was properly noticed for the purpose of considering Declaration amendments, the following amendments to the Declaration of Covenants, Conditions, Restrictions and Bylaws for Aix La Chapelle Condominiums dated July 6, 1979, and recorded in the office of the Salt Lake County Recorder, State of Utah, in Book 4896, at Pages 437 to 475 (hereinafter referred to as "Declaration"), were considered and approved by in excess of 90% of those present and voting at the meeting.

The language of Article III, Section 10(c) of the Declaration was amended by deleting the second sentence of Section 10(c) and by inserting the following new language to read as follows:

Such fidelity bonds shall meet the following requirements:

- (1) All such fidelity bonds shall name the Association as an obligee;

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(2) Such fidelity bonds shall be written in an amount equal to at least 25% of the estimated annual operating expenses of the Association, including reserves;

(3) Such fidelity bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definitions of "employee" or similar expression; and

(4) Such bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least fifteen (15) days' prior written notice to the Association.

The language of Article III, Section 14(y) of the Declaration was amended by inserting the following additional paragraph:

No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept on any of the Common Areas. Vehicle repairs other than ordinary light maintenance are not permitted on the Project. Vehicles parked or stored in violation of these provisions or in violation of any rule or regulation adopted by the Board of Directors will be towed away at the owner's risk and expense.

The language of Article III, Section 20 of the Declaration was amended by inserting the following additional paragraph:

In the event of such action, regardless of whether a lawsuit is actually filed or litigated, the Association shall be entitled to recover its costs, including reasonable attorney's fees and all expenses associated therewith from the offending Unit Owner.

The language of Section II.B. of the Bylaws was amended by deleting the existing Section II.B. as previously amended, and

by inserting a new Section II.B. in place thereof to read as follows:

B. The annual meeting of Association members shall be held on the third Tuesday in July of each year at 7:00 p.m., for the purpose of electing members of the Board of Directors ("Directors") and transacting such other business as may come before the meeting. If the election of Directors shall not be held on the day designated herein for the annual meeting of the members, or at any adjournment thereof, the Directors shall cause the election to be held at a special meeting of the members to be convened as soon thereafter as may be convenient. The Board of Directors may from time to time by resolution change the date and time for the annual meeting of the members; however, at least one meeting of the members shall be held every year.

The language of Section II.E. of the Bylaws was amended by deleting the existing Section II.E. and by inserting a new Section II.E. in place thereof to read as follows:

The Board of Directors may designate any place in Salt Lake County, State of Utah, as the place of meeting for any annual meeting or for any special meeting of the Association members. If no designation is made, the place of the meeting shall be at the principal office of the Association.

The language of Section III.M. of the Bylaws was amended by deleting the second sentence of the existing Section III.M. and by inserting a new second sentence in place thereof to read as follows:

Copies of the proposed budget and assessments shall be mailed to each Unit Owner not less than thirty (30) days prior to the commencement of the following fiscal year. In the event of need for a special meeting pursuant to Section V.A.2., the proposed budget, along with a notice of the special meeting, shall

be mailed to each Unit Owner not less than thirty (30) days prior to the special meeting.

The language of Section V.A. of the Bylaws was amended by adding the following new paragraph:

2. In the event the assessments for recurring common expenses exceed 105% of the assessments for the prior year, the Board of Directors may call a special meeting of the Association members pursuant to the provisions of this Declaration for consideration of the proposed budget. The budget shall be approved in the event that a majority of those present at said meeting constituting a quorum approve the proposed budget.

The language of Article V. of the Bylaws was amended by inserting the following additional section:

G. Assignment of Rents. If a Unit Owner shall at any time let or sub-let the Unit and shall be in default for a period of 60 days in the payment of any assessments, the Board of Directors may, at its option, so long as such default shall continue, demand and receive from any tenant or sub-tenant of the Unit Owner the rent due or becoming due from the Unit Owner. Payment of such rent to the Board of Directors shall constitute payment and discharge of such tenant or sub-tenant for rental obligations to the Unit Owner to the extent of the amount so paid to the Association. No action on the part of the Board of Directors of this Section shall have the effect of relieving the Unit Owner of primary liability for the assessments, nor shall any action on the part of the Board of Directors herein give the Unit Owner any rights or privileges otherwise unavailable to the Unit Owner.

DATED this 30th day of July, 1992.


LYNNE MORTON, President


VICKIE ALLEN, Secretary

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

On the 30th day of July, 1992, personally appeared before me LYNNE MORTON and VICKIE ALLEN, who, being by me duly sworn, did say that they are, and were at the time of the preparation and approval of the foregoing Amendments, the President and Secretary, respectively, of the Aix La Chapelle Condominium Association, Inc., a Utah nonprofit corporation, that the within and foregoing instrument was signed on behalf of said corporation and Condominium Association, that the within and foregoing instrument was duly approved and ratified by the required majority of members of the Association at a meeting held on July 21, 1992, at which meeting a quorum was present, in person and proxy, and said LYNNE MORTON and VICKIE ALLEN duly acknowledged to me that said corporation executed the same.



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