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03/08/96 11:11 AM 38.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
LUDAWN CASPER  
265 N VINE ST #2 SLC, 84103  
REC BY: B GRAY DEPUTY - WI

AMENDMENTS TO BYLAWS  
OF  
TARA CONDOMINIUM PROJECT

The Bylaws of the Tara Condominium Project dated June 24, 1964, and recorded at the Salt Lake County Recorders on July 16, 1964, as entry number 2014289, Book 2214, Pages numbered 375 through 382, is hereby amended in the following particulars:

1. **Definitions:** ARTICLE I is amended to include the legal description of the project as follows:

Real Property situated in Salt Lake City, Salt Lake County, State of Utah, to-wit: Beginning at the Southeast corner of Lot 9, Block 5, Plat "E", Salt Lake City Survey, which point is also South 68 degrees 23' 16" West 19.68 feet from a city monument at Vine Street and running thence along the South line of Lot 9, South 63 degrees 01' 50" West 76.30 feet to the Southwest corner of said Lot 9; thence North 18 degrees 35' 33" West 102.75 feet on the West line of said Lot 9; thence North 78 degrees 30' 41" East 100.01 feet to a point along the West line of Vine Street and the East line of said Lot 9; thence South 01 degrees 54' 46" East 82.75 feet along said line to the point of BEGINNING.

2. **Meetings:** ARTICLE III is amended to provide that the annual meeting shall be called by the Project Manager at a time mutually agreed upon by a majority of the unit owners and held in January of each year.

3. **Project Manager:**

a. Article IV, Section 4, is amended to insert the phrase:

and placement and retrieving of the garbage cans before and after pickup time., after the words "front street sidewalk.

b. Section 6 of Article IV is hereby deleted.

4. **Assessment of Common Expenses.** Section 1 of Article V is restated in its entirety as follows:

Section 1: A monthly assessment will be established by the committee and such amount may be increased or decreased by the committee as the expenses of the project may dictate. Payment of such assessments shall be due and payable to the Treasurer on the

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first of each month. Costs of Capital Improvements and major maintenance projects, exceeding the dollar amount available in the general fund, shall be assessed equally to the owner(s) of each unit as the committee determines.

5. Rules and Regulations. A new section 2 is added to Article VII which provides as follows:

Section 2: The unit owners recognize that smoking is a health hazard, that smoke filters throughout the building, and agree smoking of any substance is prohibited in the common areas, i.e. hallways, stairways, storage areas, parking facilities, etc. Any unit owner who smokes or permits smoking in his unit will be required, at that unit owners expense, to install or provide ventilation or air purification system in said unit so smoke does not penetrate to other units.

6. Officers. Article XI is amended and restated in its entirety so as to read as follows:

The Officers of the Committee shall be the Project Manager, the Secretary, and Treasurer. The Project Manager shall be selected as provided in Article IV hereof and the Secretary shall be the next person in line to serve the following year as Project Manger. He/She will serve until the next annual meeting. The Secretary shall keep minutes of the meeting of the owners and the committee. The Treasurer shall be appointed by the management committee. He/She shall have custody and control of any funds of the committee and make a financial report at the annual meeting, and at the end of his/tour of office.

7. Taxes and Insurance: Article XII, Section 2 (b) is amended to insert the words "not less than" before the word "\$300,000.00", and to insert the following new Section 2 "(c) The Project Manager may obtain earthquake insurance if it can be obtained for a reasonable fee, as determined by a majority of the unit owners".

8. Nuisances - Pets: Article XV is amended to add new sections 2 and 3 which reads as follows:

Section 2: The unit owners recognize that there is inadequate sound barriers in the existing building; therefore, it is required that no loud music, parties, or use of laundry or dishwashers is permitted between the hours of 10:00 p.m. and 7:00 a.m. At all other times the noise level in each unit will be kept within a reasonable decibel range so as not to cause physical, mental or emotional stress to other unit owners.

Section 3: Conducting business in units, in violation of Salt Lake City Ordinances, is strictly prohibited. The intent of this provision is to avoid use of the units by a business that involves the coming and going of clients, deliveries, or other non-residential activity.

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9. General: A new Article XVI is adopted which reads as follows:

ARTICLE XVI

The invalidity or determination of illegality of any particular provision of these Bylaws shall affect the enforceability only of that provision, and the remaining Bylaws shall continue in full force and effect.

THESE AMENDMENTS HAVE BEEN DULY ADOPTED BY THE PROJECT MANAGER AND AT LEAST FIVE OF THE UNIT OWNERS THIS 8<sup>th</sup> DAY OF MARCH, 1996.

*Joe M. Hawn*  
PROJECT MANAGER

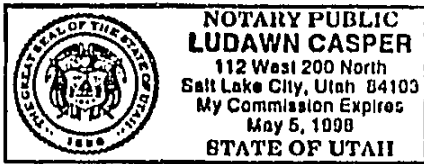
3-8-96  
DATE

Subscribed and sworn to before this 8<sup>th</sup> day of March, 1996.

*Ludawn Casper*  
Signature of Notary Public

*Utah*  
Notary Public for the State of

(SEAL)



*Ludawn Casper*  
OWNER, UNIT #1

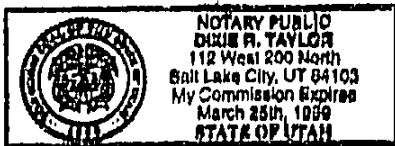
March 1, 1996  
DATE

Subscribed and sworn to before this 1 day of March, 1996.

*Doris R. Taylor*  
Signature of Notary Public

*Utah*  
Notary Public for the State of

(SEAL)



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Colleen Thurston  
OWNER, UNIT #2

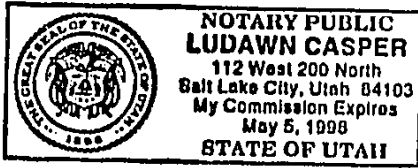
March 2, 1996  
DATE

Subscribed and sworn to before this 2 day of March, 1996.

Ludawn Casper  
Signature of Notary Public

Utah  
Notary Public for the State of

(SEAL)



Robert C. Jaycock  
OWNER, UNIT #3

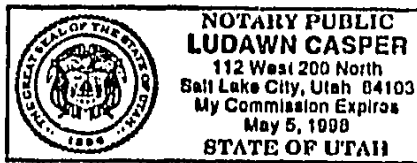
March 1, 1996  
DATE

Subscribed and sworn to before this 1 day of March, 1996.

Ludawn Casper  
Signature of Notary Public

Utah  
Notary Public for the State of

(SEAL)



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Bonita E. Faydock  
OWNER, UNIT #3

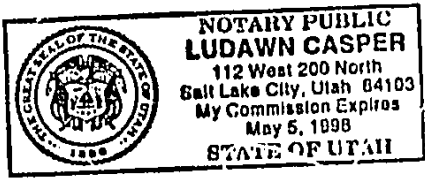
3-1-96  
DATE

Subscribed and sworn to before this 1 day of March, 1996.

Ludawn Casper  
Signature of Notary Public

Utah  
Notary Public for the State of

(SEAL)



Bela Wardle  
OWNER, UNIT #4

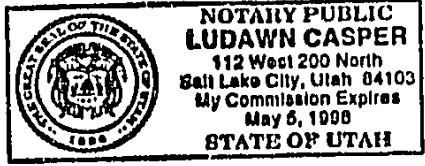
March 2, 1996  
DATE

Subscribed and sworn to before this 2 day of March, 1996.

Ludawn Casper  
Signature of Notary Public

Utah  
Notary Public for the State of

(SEAL)



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Marilyn Buckley Schow  
OWNER, UNIT #5

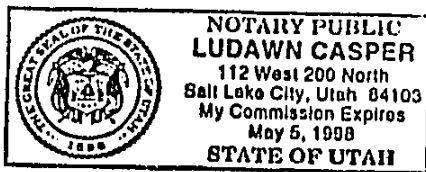
March 3, 1996  
DATE

Subscribed and sworn to before this 3<sup>rd</sup> day of March, 1996.

Ludawn Casper  
Signature of Notary Public

Utah  
Notary Public for the State of

(SEAL)



E. John Schow  
OWNER, UNIT #5

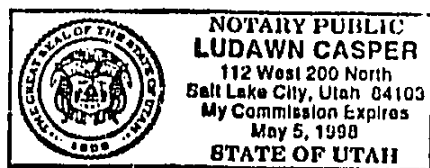
3<sup>rd</sup> March, 1996  
DATE

Subscribed and sworn to before this 3<sup>rd</sup> day of March, 1996.

Ludawn Casper  
Signature of Notary Public

Utah  
Notary Public for the State of

(SEAL)



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Ann M. Hanson  
OWNER, UNIT #6

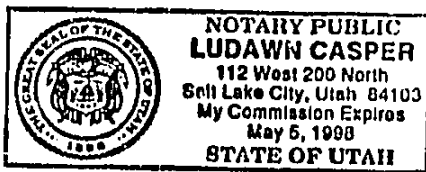
3-8-96  
DATE

Subscribed and sworn to before this 8<sup>th</sup> day of March, 1996.

Ludawn Casper  
Signature of Notary Public

Utah  
Notary Public for the State of

(SEAL)



Arthur Paventzen  
OWNER, UNIT #7

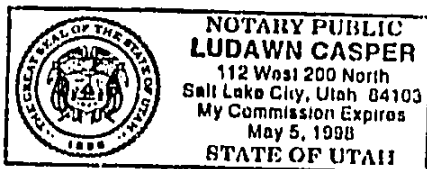
March 3, 1996  
DATE

Subscribed and sworn to before this 3<sup>rd</sup> day of March, 1996.

Ludawn Casper  
Signature of Notary Public

Utah  
Notary Public for the State of

(SEAL)



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