

WHEN RECORDED MAIL TO:
WOODLAND HEIGHTS, LLC
3643 Highland Drive
Salt Lake City, Ut 84106

7147446
11/06/98 4:19 PM 47.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
METRO NATIONAL TITLE
REC BY: R FRESQUES DEPUTY - WI

47
7147446

AMMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
OF
WOODLAND HEIGHTS CONDOMINIUMS

Pages 9, 10, and 11 have been formatted to fit the inserted paragraphs section 9b-9bv. Changes are as follows: (see attached)

IN WITNESS WHEREOF, the undersigned, constituting all of the Trustees of Woodland Heights Condominium Owners Association, have executed this ammendment of these Bylaws on the 2nd day of November, 1998.

L. Steven Poulton
L. Steven Poulton

John C. Kreeck
John C. Kreeck

Alisha Brooke Shiffer
Alisha Brooke Shiffer

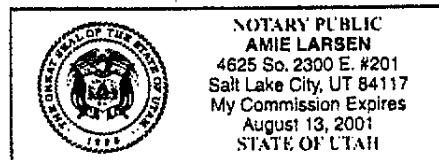
ACKNOWLEDGEMENTS

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

On the 2nd day of November, 1998, personally appeared before me L. Steven Poulton, John C. Kreeck, and alisha Brooke Shiffer, the signers of the within and foregoing Bylaws of Woodland Heights Condominiums Owners Association, each of whom duly acknowledged to me that he executed the same.

Amie Larsen
Notary Public
Residing at: _____

My commission Expires: _____



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and his lessee, except that no Unit shall be rented for a term of less than 30 days and all Unit Owners, their tenants and other occupants or users of the Project, shall be subject to the Act, this Declaration, the Bylaws, and all rules and regulations of the Association of Unit Owners and Management Committee.

- i. The Homeowners Association may regulate, limit, or prohibit rentals of condominium units.
- ii. The homeowners Association may require the rental of units to be conducted through the homeowner's association or a designated management company, and may require that all lease agreements be reviewed and approved by the homeowner's association or the management company, that any tenants be screened and approved by the homeowner's association or the management company prior to renting the condominium, and that the approval of the homeowner's association or the management company shall not be unreasonably withheld.
- iii. Prior to renting any condominium unit, the condominium owner and the tenant shall execute a written lease agreement which shall include the following provisions:
 1. The tenant shall agree to comply with all of the terms and conditions of the condominium declarations and bylaws;
 2. The tenant shall agree not to allow or commit any nuisance, waste, unlawful or illegal act upon the premises; and
 3. The owner and the tenant shall acknowledge that the homeowner's association is an intended third party beneficiary of the lease agreement, that the homeowner's associations shall have the right to enforce compliance with the condominium declaration and bylaws and to abate any nuisance, waste, unlawful or illegal activity upon the premises; and that the homeowner's association shall be entitled to exercise all of the owner's rights and remedies under the lease agreement to do so.
- iv. Prior to occupancy of a condominium unit by a tenant, the condominium owner must provide to the homeowner's association the name, address, and telephone number of the tenant, as well as a copy of the written lease agreement.
- v. The homeowner's association shall have the right and the obligation to enforce compliance with the condominium declaration and bylaws against any owner or occupant of any condominium unit, and shall have all rights and remedies available under state or local law, in addition to its rights and remedies as a third party beneficiary under any lease agreement to enforce such compliance.

c. Prohibition Against subdivision of Unit. No Unit Owner, by deed plat or otherwise, shall subdivide or in any manner cause the ownership of his Unit to be separated into physical tracts or parcels smaller than the whole Unit as shown on the Map.

d. Ownership of Common Areas and Facilities. The Common areas and Facilities contained in the Project are described and identified in section 5(d) of this Declaration. The Common Areas and Facilities shall be owned by the Unit Owners as tenants in common. No percentage of undivided ownership interest in the Common Areas and Facilities shall be separated from the Unit to which it appertains; and even though not specifically mentioned in the instrument of transfer, such a percentage of

undivided ownership interest shall automatically accompany the transfer of the Unit to which it relates. The Common Areas and Facilities shall be used only in a manner which is consistent with their community nature and with the use restrictions applicable to the Units contained in the Project.

e. Use of Common Areas and Facilities. Each Unit Owner may use the Common Areas and Facilities in accordance with the purpose for which they are intended, but subject to this Declaration and the by-laws. This right of use shall be appurtenant to and run with each Unit.

f. Computation of Undivided Interest. The percentage of undivided ownership interest in the Common Areas and Facilities which is appurtenant to each Unit is set forth in Exhibit A attached hereto and incorporated herein by reference. Each Unit in the Project has been assigned an equal undivided ownership interest in the Common Areas and Facilities. A Unit Owner's percentage of ownership interest in the Common Areas and Facilities shall be for all purposes, including voting and assessment of common expenses.

10. Voting-Multiple ownership. The vote attributable to and exercisable in connection with a Unit shall be the percentage of undivided ownership interest in the Common Areas and Facilities which is appurtenant to such Unit. In the event there is more than one Owner of a particular Unit, the vote relating to such Unit shall be exercised as such Owners may determine among themselves. A vote cast at any meeting by any of such Owners shall be conclusively presumed to be the vote attributable to the Unit concerned unless an objection is immediately made by another Owner of the same Unit. In the event such an objection is made, the vote involved shall not be counted or any purpose whatsoever other than to determine whether a quorum exists.

11. Management.

a. Management Committee. The business, property and affairs of Parkside Condominium shall be managed, operated and maintained by the Management Committee as agent for the Unit Owners. The Management committee shall, in connection with its exercise of any of the power delineated in this Declaration, the Articles Or Incorporation of the Association, and in the Bylaws.

Any instrument executed by the Management Committee that recites facts which, if true, would establish the Committee's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish the power and authority in favor of any person who in good faith and for value seals upon the instrument.

b. Composition of Management Committee. The Committee shall be composed of three members. At each annual Owners meeting any vacant seat on the Committee shall be filled with a member elected for term provided in the Bylaws. Only Unit Owner and officers and agents of owners other than individuals shall be eligible for Committee membership. At the annual meeting the percentage of undivided ownership interest appurtenant to a Unit may be voted in favor of as many candidates for committee membership as there are seats on the Committee to be filled; provided, however, until the first to occur of the following: (i) the third anniversary of the date of the recordation Or this Declaration, or (ii) Units to which an aggregates of at least three-fourths (3/4) of the Ownership interest in the common Areas and Facilities appertain, have been conveyed by Declarant(hereinafter referred to as the "Event"), Declarant also shall be entitled to select two (2) of the three (3) Committee numbers. Notwithstanding the

foregoing limitations, until the first annual meeting of the Owners, the member of the Committee shall be the following persons and each shall hold the office indicated opposite his name:

L. Steven Poulton	President
John C. Kreeck	Vice-President
Amie Larsen	Secretary/Treasurer

Any Committee member who fails on three successive occasions to attend Committee meetings (whether regular or special) or who has failed to attend at least 25% of all Committee meetings (whether regular or special) held during any twelve-month period shall automatically forfeit his seat. In the event a Committee seat which was filled by Declarant becomes vacant prior to the Event, whether by reason of forfeiture or due to another cause, Declarant shall select a replacement member to sit on the Committee for the balance of the term associated with the vacated seat. In all other cases of vacancy the remaining Committee members shall elect a replacement to sit on the Committee until the expiration of the term for which the member being replaced was elected. Unless he forfeits or otherwise loses his seat as herein provided, a member shall serve on the Committee until his successor is elected and qualifies. Committee members shall be reimbursed for all expenses reasonably incurred in connection with Committee business.

c. Responsibility. The Management Committee shall be responsible for the control, operation and management of the project in accordance with the provisions of the Act, this Declaration, such administrative, management and operational rules and regulations as it may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by the Committee.

d. Additional Facilities. The Management Committee shall, subject to any necessary approval, have the authority to provide such facilities, in addition to those for which provision has already been made, as it may deem to be in the best interests of the Unit Owners and to effect the necessary amendment of documents and maps in connection therewith.

e. Name. The Management Committee shall be known as Parkside Condominiums Management Committee.

f. Manager. The Committee may carry out through a Building Manager any of its functions which are properly the subject of delegation. Any Manager so engaged shall be an independent contractor and not an agent or employee of the Committee, shall be responsible for managing the Project for the benefit of the Committee and the Unit Owners, and shall, to the extent permitted by law and the terms of the agreement with the Committee, be authorized to perform any of the functions or acts

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-POOR COPY-
CO. RECORDER

Exhibit "A"

BEGINNING at a point North 39'59" East 325 feet and South 0'57" East 7 feet from the Northwest corner of Lot 9, Block 5, Ten Acre Plat "A", Big Field Survey, said point of beginning being South 0'57" East 7 feet from the South line of 3900 South Street and running thence parallel to the 7 feet South of the Old South line of 3900 South Street, North 89'59" East 190 feet; thence South 0'01" East 280.1 feet, thence South 89'59" West 184.7 feet, more or less, to the Southeast corner of property recorded in the name of J. Kenneth R. Remington and Ora P. Remington, his wife; thence North 0'50" West 116 feet; thence West 1.8 feet; thence North 0'57" East 184.1 feet, more or less, to the point of beginning.

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