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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
ARLINGTON PLACE HOA  
115 S 1100 E #400  
SALT LAKE CITY UT 84102  
BY: AMF, DEPUTY - WI 2 P.

WHEN RECORDED RETURN TO:  
Arlington Place HOA  
115 S. 1100 E. #400  
Salt Lake City, Utah 84102  
(801) 359-5669

2-75

AMENDMENT  
TO ARLINGTON PLACE BY-LAWS  
(A UTAH CONDOMINIUM PROJECT)

This AMENDMENT TO THE BY-LAWS FOR ARLINGTON PLACE CONDOMINIUMS, date for reference July 15, 2005, is executed by the ARLINGTON PLACE HOMEOWNER'S ASSOCIATION, INC., of 115 South 1100 East, #400, Salt Lake City, Utah 84102 (the Association).

AMENDMENT

Amendment to Article III, Powers and Duties, Section 1 (b) of the By-Laws consisting of remedies for non-payment of Common Area Assessments.

Article III, Section 1 (b), is amended to read as follows:

- (b) Making assessments against Owners to defray the costs and expenses of the Condominium, establishing the means and methods of collecting such assessments from the Owners, and establishing the period and method of the installment payment of the annual assessment for Common Expenses subject to these guidelines. Unless otherwise determined by the Committee, the annual assessment against each Owner for his proportionate share of the Common Expenses may be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month. However, in the event a Unit Owner fails to make an installment payment in a timely manner, then the entire annual assessment shall automatically be due and payable without further notice. Other remedies for non-payment includes the following: Should any Unit Owner fail or refuse to pay when his share of the Common Area assessments are due, the Committee may enforce any remedy provided in the Act or otherwise available for collection of delinquent Common Expense assessments. Regardless of the terms of any agreement to which the Committee is not a part, liability for the payment of Common Expense assessments shall be joint and several, and any remedy for the collection of such assessments may be enforced against any person holding an ownership interest in the Unit concerned, against the interest which is held by him, against either or both the seller or purchaser under an executory contract of sale covering the Unit concerned, against the interests in the Unit which are held by any such seller or purchaser, and against any combination or all of such persons and interests. Any relief obtained, whether or not through foreclosure proceedings, shall include the Committee's costs and expenses and reasonable attorney's fees. In the event of foreclosure, after institution of the action the Committee shall without regard to the value of the Unit or the extent of the Owner's equity therein, be entitled to the appointment of a receiver to collect any income or rentals which may be produced by the Unit concerned.

16-05-208-002

Per Article VI of said Articles of Amendment to By-Laws of Arlington Place Condominiums, the vote of more than fifty-one percent (51%) of the Percentage Interest in the Common Areas has confirmed and authorized the recordation of this instrument amending Article III, Section 1 (b).

The effective date of this Amendment is the date recorded in the office of the County Recorder of Salt Lake County, Utah.

Executed on this 15 day of July, 2005.

ARLINGTON PLACE HOMEOWNER'S ASSOCIATION, INC.

By: Barbara Moore  
Name: Barbara Moore  
Title: President  
By: Traci Flynn  
Name: Traci Flynn  
Title: Secretary

ACKNOWLEDGMENT

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

On the 15<sup>th</sup> day of July, 2005 personally appeared before me BARBARA MOORE and TRACI FLYNN, who by me being duly sworn, did say that they are the President and Secretary of the ARLINGTON PLACE HOMEOWNER'S ASSOCIATION, and that the within and foregoing instrument was signed in behalf of said Association by authority of a resolution of it's Board of Directors, and said BARBARA MOORE and TRACI FLYNN duly acknowledged to me that said Association executed the same.

Cathy A. Schadow  
NOTARY PUBLIC  
Residing at: 1334 E. 3900 S. SLC, UT 84124  
Commission Expires: Aug. 6, 2005

