



W3317366

E# **3317366** PG 1 OF 4
Leann H. Kilts, WEBER COUNTY RECORDER
11-Mar-24 1001 AM FEE \$196.00 DEP SL\
REC FOR: HELGESEN HOUTZ & JONES
ELECTRONICALLY RECORDED

AMENDMENT
TOTHE
AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM

KNOLLWOOD CONDOMINIUM

This Amendment to the Amended and Restated Declaration of Condominium of Knollwood Condominium ("Amendment") is made and approved by the unit owners of Knollwood Condominium ("Knollwood") on the date shown below after being voted on and approved by the unit owners in accordance with the Governing Documents of Knollwood Condominium.

RECITALS

WHEREAS, Knollwood Condominium was created by the Declaration of Covenants, Conditions and Restrictions ("Enabling Declaration") dated November 25, 1975, and recorded February 23, 1976, in the Weber County Records Office, which Enabling Declaration was amended and restated on November 10, 2004, by the recording of the Amended and Restated Declaration of Condominium of Knollwood Condominium ("Restated Declaration") in the Weber County Records Office as entry number 2067574; and

WHEREAS, Knollwood Condominium Homeowners Association, Inc. ("Association") is responsible for the enforcement of the provisions of the Restated Declaration, amendments to the Restated Declaration, and the Association's Bylaws (collectively referred to as the "Governing Documents"); and

WHEREAS, it is the desire of the unit owners within Knollwood Condominium to live in a condominium community that is orderly, peaceful and desirable, and that will allow for and protect the comfortable enjoyment of all residents of Knollwood Condominium.

WHEREAS, the unit owners within Knollwood Condominium desire to amend the Governing Documents as set forth in this Amendment.

NOW THEREFORE, the unit owners of Knollwood Condominium hereby amend the Governing Documents recorded against the real property located in Weber County, Utah, known as

Knollwood Condominium and more fully described on Exhibit "A" attached hereto. If there is any conflict between this Amendment and the Governing Documents, this Amendment shall control.

This Amendment shall become effective upon recording. The following Article is hereby added to the Knollwood Condominium Governing Documents:

AMENDMENT

ARTICLE I MORTGAGEE PROTECTIONS

- 1.1 **Matters Requiring Prior Eligible Mortgagee Approval.** Amendments of a material adverse nature to the Mortgagees may not be adopted by the Owners unless such amendments are consented to by Mortgagees that represent at least fifty-one percent (51%) of the votes of Unit estates that are subject to a Mortgage. An Amendment is considered to have a material adverse nature to the Mortgagees if it:
- (a) Changes the allocation of responsibility for maintenance and repairs;
 - (b) Changes the amounts and other requirements of insurance or fidelity bonds required by the Declaration or reallocates the responsibility for obtaining such insurance;
 - (c) Places additional restrictions on the rights to use the Common Area;
 - (d) Expressly benefits or otherwise impacts a Mortgagee;
 - (b) Amends this Declaration to add any provision which would impose any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey a Unit; or
 - (c) terminates Declaration.
- 1.2 **Notice to Mortgagees.** Each Mortgagees and guarantor of a Mortgage on any Unit in the Project shall be given timely written notice of the following:
- (a) Any condemnation or casualty loss that affects either a material portion of the Project or the Unit securing its mortgage.
 - (b) Any 60-day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds a mortgage.
 - (c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.
 - (d) Any proposed action that requires the consent of a specified percentage of Mortgagees.
- 1.3 **Mortgagee Priority.** Notwithstanding any language to the contrary in the Declaration, a first Mortgagee of a Unit shall have priority over a Unit owner to any (a) insurance proceeds related

to a damaged Unit or Common Area, or (b) a condemnation award related to a taking of any Unit or Common Area.

- 1.4 **Mortgagee Definition.** As used in this Amendment, the term "Mortgagee" shall mean a mortgagee or a beneficiary under a Mortgage encumbering a Unit but shall not mean or refer to a seller under an executory contract of sale.
- 1.5 **Mortgage Definition.** As used in this Amendment, the term "Mortgage" shall mean either a mortgage or deed of trust encumbering a Unit but shall not mean or refer to an executory contract of sale.

ARTICLE 2 SEVERABILITY

- 2.1 If any of the provisions of this Amendment, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of the Amendment and the application of any such provision, paragraph, sentence, phrase or word in any other circumstances shall not be affected thereby.

CERTIFICATION

It is hereby certified that unit owners representing two-thirds (2/3) or more of the undivided interest in the Knollwood Condominium common area and facilities have approved and consented to this Amendment as required by Article 28.1 of the Restated Declaration.

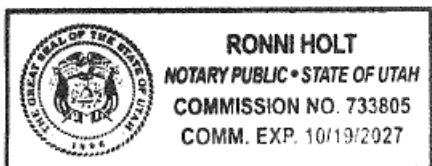
IN WITNESS WHEREOF, this 8th day of March, 2024.

Knollwood Condominium Homeowners Association, Inc.

By *David Sinkov*
President

STATE OF UTAH)
 :SS.
COUNTY OF WEBER)

On this 8th day of March, 2024, personally appeared before me *David M*
Arnkulder who, being by me duly sworn, did say that (s)he is President of Knollwood Condominium Homeowners Association, Inc. Board of Directors and that the within and foregoing instrument was signed in behalf of said Association and (s)he duly acknowledged to me (s)he executed the same.



Ronni Holt
Notary Public

EXHIBIT "A"

Legal Description of Units at Knollwood Condominium

KNOLLWOOD CONDOMINIUM PROJECT, OGDEN CITY, WEBER COUNTY,
UTAH

PHASE 1, Units 1 through 40, (Land Serial Numbers: 06-150-0001 through 06-150-0040)

PHASE 2, Units 41 through 46, (Land Serial Numbers: 06-167-0001 through 06-167-0006)

PHASE 3, Units 47 through 60, (Land Serial Numbers: 06-178-0001 through 06-178-0014)

PHASE 4, Units 61 through 75, (Land Serial Numbers: 06-183-0001 through 06-183-0015)

PHASE 5, Units 76 through 85 and 109 through 111, (Land Serial Numbers: 06-184-0001
through 06-184-0010 and 06-184-0034 through 06-184-0036)