

2500

4558383

AMENDMENT TO DECLARATION OF ESTABLISHMENT

OF

BASIC PROTECTIVE RESTRICTIONS, LIMITATIONS, CONDITIONS

COVENANTS, RESERVATIONS, LIENS AND CHARGES

FOR 4558383  
03 DECEMBER 87 03:05 PM  
KATIE L. CIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
CITYCREST CONDOMINIUM CITYCREST HOMEOWNERS ASSOC.  
131 1ST AVE.  
A CONDOMINIUM PROJECT SLC, UTAH 84601-102  
REC BY: JEDD BOGENSCHUTZ, DEPUTY

This Declaration, made as of this First day of December, 1987, by the undersigned owners of units in Citycrest Condominium, who are hereinafter collectively referred to as "Declarant"

WITNESSETH

WHEREAS, it is the desire and the intention of Declarant to ammend the Declaration heretofore recorded on December 13, 1978, as entry number 3167371 in the office of the County Recorder in Book 4738 page 912 through pages 948 inclusive; and,

WHEREAS, declarant is desirous of showing of record the adoption by the unit owners of those certain by-laws of Citycrest Condominium Owners Association a copy of which was recorded September 13, 1978, as an attachment to entry 3167371 and appears in Book 4738 pages 949 through 970 in the office of County Recorder of Salt Lake County Utah.

NOW THEREFORE, the Declarant hereby ammends the said Declaration by voiding paragraph (i) under Article XII in its entirety and re-stating it to read:

(i) Lease of Units. With the exception of a lender in possession of a Unit following as a result of a default in a first mortgage, a foreclosure proceeding, or any deed or other arrangement in lieu of foreclosure, no Unit Owner shall be permitted to rent or lease his Unit for transient, hotel, or time share purposes. All leases shall be in writing. A Unit Owner may not lease less than the entire Unit (except a carport or parking space may be leased to another Unit Owner) nor lease the Unit for less than thirty (30) days. All lease agreements shall be required to provide, and to the extent they do not, shall be deemed to contain the following, anything to the contrary notwithstanding:

(a) that the terms of the lease shall be subject in all respect to the provisions and requirements of this Declaration and the By-Laws attached hereto;

(b) that any failure by the lessee or the tenant to comply with the terms, covenants, or conditions hereof, shall constitute a material default under the rental agreement or lease;

(c) notice that the Owner has granted and conveyed to the Association a special power of attorney to evict those renters, tenants, or lessees who refuse to abide by the Condominium Declaration and By-Laws or Rules and Regulations; and Owner hereby appoints the Association as his attorney in-fact to enforce the same. Owner also hereby appoints the Association as his attorney in-fact for the purpose of collecting all unpaid Common Area Assessments or fees directly from the tenant, renter, or lessee, which moneys may be deducted by said tenant, renter, or lessee from rent due to Owner. Other than the foregoing, there shall be no other restrictions on the right of any Unit Owner to lease his Unit, except those contained in other paragraphs in the Declarations and By-Laws applicable to all owners, tenants and guests. Unit owners shall notify the Association of the names of each lessee.

BOOK 5985 PAGE 1164

# 2

The real property comprising the Citycrest Condominium is more particularly described on exhibit "A" attached.

IN WITNESS WHEREOF, the undersigned as "DECLARANT" has executed this ammendment to the Declaration as of the day and year first-above.

# 506 Richard L. Bird  
 # 101 Paul G. Bergman Jnr  
 # 602 John E. Albert Jensen  
 # 503 John & Evelyn Keigle  
 # 303 Jean Hall  
 # 501 Mary Jane Kinglet  
 # 605 Earl L. Mew  
 # 606 Earl Johnson  
 603 Carl Johnson  
 704 Joe B. Mahony  
 703 Ruby T. Valen  
 # 504 Jay A. Miller  
 403 Mary Taylor  
 705 Arnette K. Earl Hunt  
 304 W. G. Galley Dalby Gray  
 303 W. G. Galley Dalby Gray

# 601 Howard Frandsen  
 # 4019 Howard Frandsen proxy  
 # 406 Howard Frandsen proxy  
 # 503 Howard Frandsen proxy  
 # 305 Howard Frandsen proxy  
 # 701 Howard Frandsen proxy  
 # 702 Howard Frandsen proxy  
 # 301 Howard Frandsen proxy

STATE OF UTAH )  
SALT LAKE COUNTY )

On the First day of December, 1987, personally appeared before me the undersigned a Notary Public in and for Salt Lake County, State of Utah.

The signers of the foregoing document, each of whom acknowledged to me that he or she executed the same.



My Commission Expires:  
March 26, 1989

Nancy W. Frandsen  
Notary Public;  
Residing At: Salt Lake City, Utah

EGP 5985 1165

# 2

The real property comprising the Citycrest Condominium is more particularly described on exhibit "A" attached.

IN WITNESS WHEREOF, the undersigned as "DECLARANT" has executed this ammendment to the Declaration as of the day and year first-above.

- # 506 Richard L. Reed
- # 101 Carol Begonia Jester
- # 602 John E. Albert Jensen
- # 503 John & Evelyn Keyle
- # 303 Joan Hall
- # 501 Mrs. Doree King
- # 105 Earl L. New
- # 606 Earl Johnson
- 603 Bill Johnson
- 704 Joe B. Mahony
- 703 Paul T. Walsh
- # 504 Jay A. Miller
- 403 Gary Taylor
- 705 Arnette Kaye Hurd
- 304 Wendy Dalby
- 303 William Taylor
- 302 Gary Taylor
- # 601 Howard Frandsen
- # 401 Howard Frandsen
- # 406 Howard Frandsen
- # 502 Howard Frandsen
- # 305 Howard Frandsen
- # 701 Howard Frandsen
- # 702 Howard Frandsen
- # 301 Howard Frandsen

STATE OF UTAH )  
SALT LAKE COUNTY )

On the First day of December, 1987, personally appeared before me the undersigned a Notary Public in and for Salt Lake County, State of Utah.

The signers of the foregoing document, each of whom acknowledged to me that he or she executed the same.



Nancy W. Frandsen  
Notary Public:  
Residing At: Salt Lake City, Utah

EXHIBIT A

. . . Real property located in the County of Salt Lake,  
State of Utah, and more particularly described as follows:

Commencing 49.53' west of the southwest corner of  
Lot 2, Block 2, Plat I Salt Lake City Survey; thence  
North  $00^{\circ} 02' 10''$  East 167.40' thence South  $89^{\circ} 58' 01''$   
East 115.53' thence South  $00^{\circ} 02' 10''$  West 167.40'  
North  $89^{\circ} 58' 01''$  West 115.53' to the point of beginning.

known as the Citycrest Condominium . . .

The undersigned, Secretary of the Board of Governors of Citycrest Condominium, hereby certifies that each of the persons signing the foregoing ammendment to the Declaration, including those persons signing the attached voting certificates, is a unit owner in the Citycrest Condominium and hereby further certifies that the persons signing the same represent more than 51% of the voting power of the members of the Association as of the First day of December, 1987.

Gay Taylor  
Secretary

CERTIFICATE OF ADOPTION OF BY-LAWS

The undersigned, Secretary of the Board of Governors of Citycrest Condominiums, hereby certify that each of the persons signing the foregoing and attached Amendment to the Declaration also voted to adopt the by-laws of the Association as they are referred to and described. The undersigned certifies that said persons represent more than 51% of the voting power of the members of the Association did adopt the recorded by-laws as the official by-laws of Citycrest Condominium Owners Association.

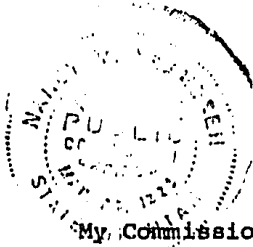
DATED this First day of December, 1987.

STATE OF UTAH )  
COUNTY OF SALT LAKE )

Gay Taylor  
Secretary

On the First day of December, 1987

Personally appeared before me Gay Taylor,  
Secretary of the Board of Governors of the Home Owners Association of Citycrest Condominiums and acknowledged to me that she executed the foregoing certificates for and on behalf of the Association and as the act and deed of the Association.



My Commission Expires:  
March 26, 1989

Nancy W. Grandson

NOTARY PUBLIC:

Residing at: Salt Lake City, Utah

BOOK 5985 PAGE 1167