

Recorded at Request of McGhie Land Title Company AUG 2 1973  
at 201 P M Fee Paid \$ 6.50 JERADEAN MARTIN, Recorder Salt Lake Co.  
By J.S. Dep. Date \_\_\_\_\_

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND BY-LAWS

**2558801**

FOR

APPLEGATE CONDOMINIUMS, PHASE ONE

McGhie Land Title Company  
131113

This amendment made this 2nd day of August, 1973, by APTCO, INC., a Utah corporation on the basis of its ownership of more than two-thirds (2/3) of the undivided interest in the common areas and facilities of APPLGATE CONDOMINIUMS, PHASE ONE, and also in its capacity as the present management committee as provided in Paragraph II of the Declaration of Covenants, Conditions, Restrictions and By-Laws for Applegate Condominiums, Phase One.

WITNESSETH:

WHEREAS, pursuant to the Utah Condominium Ownership Act, the Declaration of Covenants, Conditions, Restrictions and By-Laws for Applegate Condominiums, Phase One was duly executed and acknowledged by Aptco, Inc., as Declarant, on July 2, 1973. On July 3, 1973, said instruments were recorded in the official records of Salt Lake County, Utah as Entry No. 2551664 in Book 3364, Page 196.

WHEREAS, concurrently with the Declaration of Covenants, Conditions, Restrictions and By-Laws was recorded the Record of Survey Map for Applegate Condominiums, Phase One. Said map consists of five (5) pages and is recorded as Entry No. 2551663 in Book 73-7, Page 35; and

WHEREAS, the property made subject to the Declaration of Covenants, Conditions, Restrictions and By-Laws for Applegate Condominiums, Phase One, and the same property is subject to this amendment is located in Salt Lake County, Utah and is more particularly described in Appendix A attached hereto and made a part hereof; and

WHEREAS, Paragraph 25 of the Declarations of Covenants, Conditions, Restrictions, and By-Laws for Applegate Condominiums, Phase One provides that the Declaration can be amended upon the approval of consent of unit owners representing not less than two-thirds (2/3) of the undivided interests in the common areas and facilities; and

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WHEREAS, Aptco, Inc., on the date of this amendment represents the ownership of more than two-thirds (2/3) of the undivided interests in the common areas and facilities and by this amendment certifies to such and consents to and approves these amendments;

NOW THEREFORE, for such purposes, Aptco, Inc. hereby makes the following amendments to the Declaration of Covenants, Conditions, Restrictions and By-Laws for Applegate Condominiums, Phase One:

I. The following shall be added as Paragraph 31 to the Declaration of Covenants, Conditions, Restrictions and By-Laws for Applegate Condominiums, Phase One:

"31. Miscellaneous Provisions. Notwithstanding anything to the contrary herein contained, it is hereby declared, certified and agreed as follows:

A. Mortgagee's Right of Notification of Default. Any holder of a mortgage is entitled to written notification from the management committee of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under the Declaration which is not cured within thirty (30) days.

B. Priority of Mortgagee Over Certain Assessments. Any holder of a mortgage which comes into possession of a unit pursuant to the remedies provided in the mortgage, foreclosure of mortgage, or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units including the mortgaged unit).

C. Certain Prohibitions Imposes on Unit Owners. Unless all holders of first mortgage liens on individual Units have given their prior written approval, the unit owners shall not:

I. Change the pro rata interest or obligations of any unit for purposes of levying assessments and charges and determining shares of the common areas and proceeds of the project except as provided in Paragraph 24 of the Declaration of Covenants, Conditions, Restrictions and By-Laws for Applegate Condominium, Phase One.

2. Partition or subdivide any unit or the common areas of the project.

3. By act or omission seek to abandon the condominium status of the project except as provided by statute in case of substantial loss to the units and common areas of the project.

D. Maximum and Minimum Percentage Interests. The maximum interest in the common areas of a unit owner in this project shall be as indicated in Appendix B to the Declaration of Covenants, Conditions, Restrictions and By-Laws for Applegate Condominiums, Phase One. Furthermore, all unit owners in this project shall have a minimum interest in the Common Areas of at least .2000 percent after all phases of this project have been filed."

2. Paragraph 26 of the Declaration of Covenants, Conditions, Restrictions and By-Laws for Applegate Condominiums, Phase One is hereby amended as follows:

A. Subparagraphs B, C, D, E, F, G, H, I and J of Paragraph 26 shall be totally and in their entirety eliminated from the Declarations of Covenants, Conditions, Restrictions and By-Laws for Applegate Condominiums, Phase One and will have no further force or effect.

B. Two additional sentences shall be added to Subparagraph A of Paragraph 26. These sentences read as follows:

"The management committee upon written request of any prospective seller, buyer, lessor, tenant or mortgagee, shall furnish a duly acknowledged certificate of compliance with, or a waiver of the provisions of this paragraph 26. Such a certificate shall be conclusive evidence of the facts stated therein."

C. A new subparagraph B of Paragraph 26 shall be added and shall read as follows:

"B. Exemption as to Mortgagees. Any holder of a mortgage which comes into possession of a unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure shall be exempt from the provisions of this Paragraph 26."

3. All other Covenants, Conditions, Restrictions and By-Laws as set forth in the Declaration of Covenants, Conditions, Restrictions and By-Laws for Applegate Condominiums, Phase One as recorded July 3, 1973 in the Office of the Salt Lake County

Recorder shall remain in full force and effect and this amendment in no way changes the validity of said Declaration other than as set forth specifically in this amendment.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 2nd day of August, 1973.

APTCO, INC.

By William O. Perry III  
WILLIAM O. PERRY III - President

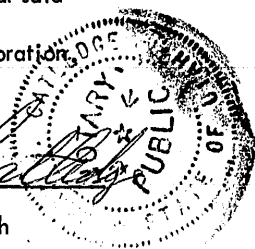
ATTEST:

Gwen Steadman  
Secretary

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

On this 2nd day of August, 1973, personally appeared before me, William O. Perry III, and Gwen Steadman, who being by me duly sworn, did say that they are the president and secretary respectively of Aptco, Inc. a Utah corporation, and that the within and foregoing instrument was signed by them on behalf of said corporation by authority of a resolution of its Board of Directors and the said William O. Perry III and Gwen Steadman duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

[Signature]  
NOTARY PUBLIC  
Residing in Salt Lake County, Utah



MY COMMISSION EXPIRES: May 18, 1976

APPENDIX A  
LAND DESCRIPTION

FOR:  
APPLGATE CONDOMINIUMS, PHASE ONE

Beginning at a point North 284.86 feet and West 30.04 feet from the Southeast corner of Section 11, Township 2 South, Range 1 West, Salt Lake Base and Meridian and running thence South 82° 23' West 474.04 feet; thence North 34° 21' West 169.89 feet; thence North 22° 00' East 347.21 feet; thence North 65° 00' West 67.60 feet to a point of a 560.00 foot radius curve to the right; thence Northwesterly along the arc of said curve 390.95 feet to a point of tangency; thence North 25° 00' West 150.00 feet; thence North 65° 00' East 70.00 feet; thence North 139.52 feet; thence East 306.40 feet; thence North 37° 00' East 245.00 feet to a point on the Easterly and Northerly bank of a drain ditch; thence South 80° 21' 40" East along said bank of ditch 194.14 feet; thence South 64° 34' East along said bank of ditch 78.94 feet; thence South 366.87 feet; thence South 31° 00' East 69.72 feet to the West line of a Murray City Road; thence along said West line as follows: South 1° 23' 54" East 127.84 feet to a point of a 500.00 foot radius curve to the right; thence Southerly along the arc of said curve 118.995 feet to a point of a reverse curve to the left; the radius point of which is South 77° 45' 45" East 566.00 feet; thence along the arc of said curve 128.42 feet to a point of tangency; thence South 0° 45' 45" East 285.725 feet to the point of beginning.

Contains 15.023 Acres.

Also including the following:

Beginning at a point North 1101.91 feet and West 765.38 feet from the Southeast Corner of Section 11 Township 2 South, Range 1 West, Salt Lake Base and Meridian and running thence S 65° 00' West 70.00 feet to a point of a curve to the left; the radius point of which is S 65° 00' West 130.00 feet; thence Northwesterly along the arc of said curve 90.76 feet to a point of a compound curve to the left, the radius point of which is S 25° 00' West 230.00 feet; thence westerly along the arc of said compound curve 193.11 feet; thence N 23° 06' 27" West 70.00 feet; thence N 66° 53' 33" E 314.94 feet; thence N 50° 00' E 41.585 feet; thence N 31° 00' W 406.24 feet; thence N 16° 30' W 174.85 feet; thence N 71° 43' 10" E 110.185 feet; thence N 65° 13' E 129.40 feet; thence N 89° 47' 45" E 71.08 feet; thence S 76° 17' 10" E 134.45 feet; thence S 45° 06' 45" E 50.45 feet; thence S 33° 05' 30" E 221.02 feet; thence S 27° 05' 15" E 138.86 feet; thence S 31° 37' 40" E 169.79 feet; thence S 37° 00' W 245.00 feet thence West 306.40 feet; thence South 139.52 feet to the point of beginning.

Contains 8.649 Acres.