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 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 JAMES R. BLAKESLEY
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 SLC UT 84109
 BY: KAH, DEPUTY - WI 9 P.

**AMENDMENT TO DECLARATION
 OF
 COVENANTS, CONDITIONS AND RESTRICTIONS FOR APPLGATE
 CONDOMINIUMS**

This Amendment to Declaration of Covenants, Conditions and Restrictions for Applegate Condominiums is executed by the Applegate Homeowners Association, Inc., of 5297 South 300 West, Murray, Utah 84123 (hereinafter referred to as the "Association").

RECITALS

A. The Declaration of Covenants, Conditions and Restrictions for Applegate Condominiums was recorded in the office of the County Recorder of Salt Lake County, State of Utah on or about July 3, 1973 as Entry No. 2551664, in Book 3364, at Page 196 of the official records (the "Declaration").

B. The Declaration was amended by a written instrument entitled Amendment to Declaration of Covenants, Conditions, Restrictions and By-laws for Applegate Condominiums on August 2, 1973 as Entry No. 2558801 in Book 3386 at Page 21 of the official records of the County Recorder of Salt Lake County, Utah (the "First Amendment").

C. The By-laws were amended by a written instrument entitled By-laws of Applegate Homeowners Association, Inc., recorded January 6, 2004 as Entry No. 8941472 in Book 8931 at Page 1600 of the official records of the County Recorder of Salt Lake County, Utah.

D. This document affects the real property located in Salt Lake County, Utah, described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference.

E. All of the voting requirements of Section 25 of the Declaration have been satisfied.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Unit Owners thereof, the Association hereby executes this Amendment to Declaration of Covenants, Conditions and Restrictions for Applegate Condominium for and on behalf of all of the Unit Owners.

1. The Declaration is hereby amended to add the following new Sections:

31. Termination of Utilities and Right to Use Amenities for Non-Payment of Assessment.

1. If an owner fails or refuses to pay any assessment when due, the management committee may (a) terminate the owner's right to receive utility services paid as a common expense; and (b) terminate the owner's right of access and use of recreational facilities., after giving notice and an opportunity to be heard.

2. Before terminating utility services or right of access and use of recreational facilities, the manager or management committee shall give written notice to the owner in the manner provided in the declaration, bylaws, or association rules. The notice shall state:

- (a) utility services or right of access and use of recreational facilities will be terminated if payment of the assessment is not received within 48 hours;

- (b) the amount of the assessment due, including any interest or late payment fee; and

- (c) the right to request a hearing.

3. An owner who is given such notice may request an informal hearing to dispute the assessment by submitting a written request to the management committee within 14 days from the date the notice is received. A notice shall be considered received on the date (a) it is hand delivered, (b) it is delivered by certified mail, return receipt requested, or (c) five (5) days after it is deposited in the U.S. Mail, postage prepaid, addressed to the owner's last known address on the books and records of the Association

4. The hearing shall be conducted in accordance with the standards provided in the association rules.

5. If a hearing is requested, utility services or right of access and use of recreational facilities may not be terminated until after the hearing has been conducted and a final decision has been entered.

6. Upon payment of the assessment due, including any interest or late payment fee, the manager or management committee shall immediately take action to reinstate the terminated utility services to the unit and right to use of recreational facilities.

32. Assignment of Rents

1. If the owner of a unit who is leasing the unit fails to pay any assessment for a period of more than 60 days after it is due and payable, the management committee may demand the tenant to pay to the association all future lease payments due the owner, commencing with the next monthly or other periodic payment, until the amount due to the association is paid; provided, however, the manager or management committee must give the owner written notice, in accordance with the association rules, of its intent to demand full payment from the tenant. This notice shall:

(a) provide notice to the tenant that full payment of remaining lease payments will commence with the next monthly or other periodic payment unless the assessment is received within the time period provided in the association rules;

(b) state the amount of the assessment due, including any interest or late payment fee;

(c) state that any costs of collection, not to exceed \$150, and other assessments that become due may be added to the total amount due; and

(d) provide the requirements and rights described herein.

2. If the owner fails to pay the amount of the assessment due by the date specified in the notice, the manager or management committee may deliver written notice to the tenant, in accordance with the association rules, that demands future payments due to the owner be paid to the association pursuant hereto. A copy of the notice must be mailed to the owner at his last known address as shown on the books and records of the Association. The notice provided to the tenant must state:

(a) that due to the owner's failure to pay the assessment within the time period allowed, the owner has been notified of the management committee's intent to collect all lease payments due to the association pursuant hereto.

(b) that until notification by the association that the assessment due, including any interest or late payment fee, has been paid, all future lease payments due to the owner are to be paid to the association; and

(c) payment by the tenant to the association in compliance herewith will not constitute a default under the terms of the lease agreement. If payment is in compliance with this Subsection (6) suit or

other action may not be initiated by the owner against the tenant for failure to pay.

3. All funds paid to the association pursuant hereto shall be deposited in a separate account and disbursed to the association until the assessment due, together with any cost of administration which may not exceed \$25, is paid in full. Any remaining balance must be paid to the owner within five business days of payment in full to the association.

4. Within five business days of payment in full of the assessment, including any interest or late payment fee, the manager or management committee must notify the tenant in writing that future lease payments are no longer due to the association. A copy of this notification must be mailed to the owner.


5. As used in this section, the terms "lease" or "leasing" shall mean and refer to regular, exclusive occupancy of a unit by any person or persons, other than the owner, for which the owner receives any consideration or benefit, including a fee, service, gratuity, or emolument.

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

IN WITNESS WHEREOF, the Association has executed this instrument the 5 day of April, 2004.

APPLEGATE HOMEOWNERS ASSOCIATION, INC.

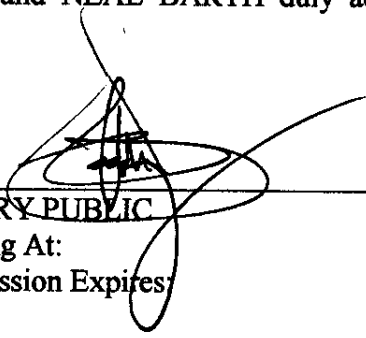
By: 
Name: Jason Wolf
Title: President

By: 
Name: Neal Barth
Title: Secretary


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

On the 5 day of April, 2004, personally appeared before me JASON WOLF and NEAL BARTH, who by me being duly sworn, did say that they are the President and Secretary of the APPLEGATE HOMEOWNERS ASSOCIATION, INC., and that the within and foregoing

instrument was signed in behalf of said Association by authority of a resolution of its Board of Trustees, and said JASON WOLF and NEAL BARTH duly acknowledged to me that said Association executed the same.



NOTARY PUBLIC
Residing At:
Commission Expires

	Notary Public JAMES R. BLAKESLEY 2595 E. 3300 S. Salt Lake City, Utah 84109 My Commission Expires June 7, 2005 State of Utah
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NOTARY SEAL NOT LEGIBLE
- CO RECORDER -

EXHIBIT A

Legal Description

The land described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

<u>Lot No.</u>	<u>Parcel No.</u>
AREA	21-11-478-001-0000
100	21-11-478-002-0000
101	21-11-478-003-0000
102	21-11-478-004-0000
103	21-11-478-005-0000
104	21-11-478-006-0000
105	21-11-478-007-0000
106	21-11-478-008-0000
107	21-11-478-009-0000
108	21-11-478-010-0000
109	21-11-478-011-0000
110	21-11-478-012-0000
111	21-11-478-013-0000
112	21-11-478-014-0000
113	21-11-478-015-0000
114	21-11-478-016-0000
115	21-11-478-017-0000
116	21-11-478-018-0000
117	21-11-478-019-0000
118	21-11-478-020-0000
119	21-11-478-021-0000
120	21-11-478-022-0000
121	21-11-478-023-0000
122	21-11-478-024-0000
123	21-11-478-025-0000
124	21-11-478-026-0000
125	21-11-478-027-0000
126	21-11-478-028-0000
127	21-11-478-029-0000
128	21-11-478-030-0000
129	21-11-478-031-0000
130	21-11-478-032-0000
131	21-11-478-033-0000
132	21-11-478-034-0000
133	21-11-478-035-0000
134	21-11-478-036-0000
135	21-11-478-037-0000
136	21-11-478-038-0000
137	21-11-478-039-0000
138	21-11-478-040-0000

<u>Lot No.</u>	<u>Parcel No.</u>
139	21-11-478-041-0000
140	21-11-478-042-0000
141	21-11-478-043-0000
142	21-11-478-044-0000
143	21-11-478-045-0000
144	21-11-478-046-0000
145	21-11-478-047-0000
146	21-11-478-048-0000
147	21-11-478-049-0000
148	21-11-478-050-0000
149	21-11-478-051-0000
150	21-11-478-052-0000
151	21-11-478-053-0000
152	21-11-478-054-0000
153	21-11-478-055-0000
154	21-11-478-056-0000
155	21-11-478-057-0000
156	21-11-478-058-0000
157	21-11-478-059-0000
158	21-11-478-060-0000
159	21-11-478-061-0000
160	21-11-478-062-0000
161	21-11-478-063-0000
162	21-11-478-064-0000
163	21-11-478-065-0000
164	21-11-478-066-0000
165	21-11-478-067-0000
166	21-11-478-068-0000
167	21-11-478-069-0000
168	21-11-478-070-0000
169	21-11-478-071-0000
170	21-11-478-072-0000
171	21-11-478-073-0000
172	21-11-478-074-0000
173	21-11-478-075-0000
174	21-11-478-076-0000
175	21-11-478-077-0000
176	21-11-478-078-0000
177	21-11-478-079-0000
178	21-11-478-080-0000

<u>Lot No.</u>	<u>Parcel No.</u>
179	21-11-478-081-0000
180	21-11-478-082-0000
181	21-11-478-083-0000
182	21-11-478-084-0000
183	21-11-478-085-0000
184	21-11-478-086-0000
185	21-11-478-087-0000
186	21-11-478-088-0000
187	21-11-478-089-0000
188	21-11-478-090-0000
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200	21-11-478-102-0000
201	21-11-478-103-0000
202	21-11-478-104-0000
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204	21-11-478-106-0000
205	21-11-478-107-0000
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211	21-11-478-113-0000
212	21-11-478-114-0000
213	21-11-478-115-0000
214	21-11-478-116-0000
215	21-11-478-117-0000
216	21-11-478-118-0000
217	21-11-478-119-0000
218	21-11-478-120-0000

<u>Lot No.</u>	<u>Parcel No.</u>
219	21-11-478-121-0000
220	21-11-478-122-0000
221	21-11-478-123-0000
222	21-11-478-124-0000
223	21-11-478-125-0000
224	21-11-478-126-0000
225	21-11-478-127-0000
226	21-11-478-128-0000
227	21-11-478-129-0000
228	21-11-478-130-0000
229	21-11-478-131-0000
230	21-11-478-132-0000
231	21-11-478-133-0000
232	21-11-478-134-0000
233	21-11-478-135-0000
234	21-11-478-136-0000
235	21-11-478-137-0000
236	21-11-478-138-0000
237	21-11-478-139-0000
238	21-11-478-140-0000
239	21-11-478-141-0000
240	21-11-478-142-0000
241	21-11-478-143-0000
242	21-11-478-144-0000
243	21-11-478-145-0000
244	21-11-478-146-0000
245	21-11-478-147-0000
246	21-11-478-148-0000
247	21-11-478-149-0000
248	21-11-478-150-0000
249	21-11-478-151-0000
250	21-11-478-152-0000
251	21-11-478-153-0000
252	21-11-478-154-0000
253	21-11-478-155-0000
254	21-11-478-156-0000
255	21-11-478-157-0000
256	21-11-478-158-0000
257	21-11-478-159-0000
258	21-11-478-160-0000
259	21-11-478-161-0000
260	21-11-478-162-0000
261	21-11-478-163-0000
262	21-11-478-164-0000
263	21-11-478-165-0000
264	21-11-478-166-0000
265	21-11-478-167-0000
266	21-11-478-168-0000
267	21-11-478-169-0000
268	21-11-478-170-0000
269	21-11-478-171-0000
270	21-11-478-172-0000
271	21-11-478-173-0000