

9008363  
 03/19/2004 03:25 PM 67.00  
 Book - 8959 Pg - 8928-8933  
 GARY W. OTT  
 RECORDER, SALT LAKE COUNTY, UTAH  
 JOHN GREENE  
 PO BOX 171014  
 HOLLADAY UT 84117  
 BY: ZJM, DEPUTY - WI 6 P.

WHEN RECORDED RETURN TO:  
 James R. Blakesley  
 Attorney at Law  
 2595 East 3300 South  
 Salt Lake City, Utah 84109

AMENDMENT TO CONDOMINIUM DECLARATION  
 FOR  
 MT. VERNON ESTATES CONDOMINIUMS

This AMENDMENT to the CONDOMINIUM DECLARATION FOR MT. VERNON ESTATES CONDOMINIUM, is made and executed by the MT. VERNON ESTATES HOMEOWNERS ASSOCIATION of P.O. Box 171013, Salt Lake City, Utah 84117 (hereinafter referred to as the "Association").

RECITALS

A. The Declaration of Condominium for MT. VERNON ESTATES CONDOMINIUMS was recorded in the office of the County Recorder of Salt Lake County, Utah on December 1, 1998 as Entry No. 7172786, in Book 8181, at Page 1002 of the official records (the "Declaration").

B. The First Supplement to the Condominium Declaration for MT. VERNON ESTATES CONDOMINIUMS was recorded in the Office of the County Recorder of Salt Lake County, Utah on October 19, 2001 as Entry No. 8035657 in Book 8513 at Page 6626 of the Official Records (the "First Supplement").

C. The First Supplement to the Condominium Declaration for MT. VERNON ESTATES CONDOMINIUMS was re-recorded in the Office of the County Recorder of Salt Lake County, Utah on December 4, 2001 as Entry No. 8080163 in Book 8536 at Page 1317 of the Official Records (the "Re-recorded First Supplement").

D. Management and control of the Project has since been transferred by the original declarant or its successors in interest to the Association.

E. 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.

F. All of the voting requirements of Article XXVII 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 CONDOMINIUM DECLARATION FOR MT. VERNON ESTATES CONDOMINIUMS for and on behalf of all of the Unit Owners.

1. The Declaration is hereby amended to add the following new Article: Article XIX of the Declaration, entitled "Payment of Common Expenses," is hereby amended to add the following new subsections:

**11. Termination of Utilities and Right to Use Amenities for Non-Payment of Assessments**

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 the time provided in the declaration, bylaws, or association rules, which time shall be stated and be at least 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 declaration, bylaws, or 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.

## **12. 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 declaration, bylaws, or 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 declaration, bylaws, or 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 declaration, bylaws, or 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.

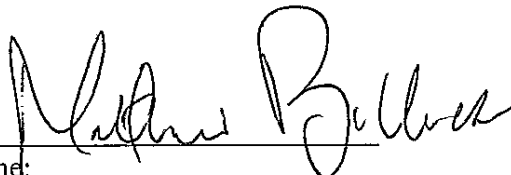
5. As used in this section, the terms "lease" or "leasing" shall mean and refer to regular, exclusive occupancy of a unit by any person or persons, other than the owner, for which the owner receives any consideration or benefit, including a fee, service, gratuity, or emolument.

**13. Other Statutory Remedies** If an Owner fails or refuses to pay any assessment when due, the Management Committee may pursue any other remedy provided now or in the future by the Utah Condominium Ownership Act as it may be amended or supplemented from time to time and other Utah law.

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 day and year first above written.

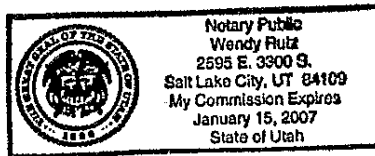
MT. VERNON ESTATES HOMEOWNERS ASSOCIATION

By:   
Name:  
Title: President

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

On the 19<sup>th</sup> day of March, 2004, personally appeared before me, who by me being duly sworn, did say that s/he is the President of the MT. VERNON ESTATES HOMEOWNERS ASSOCIATION, and that the within and foregoing instrument was signed in behalf of said Association by authority of a resolution of its Management Committee, and said John Greene duly acknowledged to me that said Association executed the same.

Wendy Ruiz  
NOTARY PUBLIC  
Residing At: Salt Lake City, Utah  
Commission Expires: 1-15-07



## **Exhibit A**

### **Legal Description**

The land referred to in the foregoing document is located in Salt Lake County, Utah and described more particularly by Unit Number and Parcel Number on the attached pages.

16-33-32