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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
01/27/2005 11:44 AM
FEE \$26.00 Pgs: 4
DEP RT REC'D FOR SHAFFER LAW OFFIC

~~Unit 1, Bldg 1-4~~
~~Unit 2, Bldg 5-6~~
~~Unit 3, Bldg 7-10~~

Units 1-10
Lakeview Terrace Condo.

JAN 27 2005

DISCLAIMER AND AMENDMENT

TO THE

ENABLING DECLARATION OF

LAKEVIEW TERRACE CONDOMINIUM

04-068-0001 thru
0010

04-135-0415 of 415 Barton Woods D

402

THIS AMENDMENT TO THE DECLARATION OF LAKEVIEW TERRACE

CONDOMINIUM is hereby made and entered into by the undersigned Management Committee of Lakeview Terrace Unit Owner's Association, a Utah Non-Profit Corporation ("Association") as authorized by Article III, Section 25 of the Enabling Declaration of Lakeview Terrace Condominium Declaration recorded November 14, 1979, in Book 801, Page 487, Entry Number 550444 of the records of Davis County, State of Utah.

1. The Lakeview Terrace Condominium project was first established by the original Enabling Declaration of Lakeview Terrace Condominium in Book 605, Page 430, in the Office of the Davis County Recorder. At that time, it was anticipated that the condominium project would have fifty (50) units. However, ultimately there were only ten (10) units that were constructed and became a part of this Condominium Association.

2. The Association was named as Grantee on a Warranty Deed recorded October 7, 1987, in Book 1197 at Page 1046, Entry Number 0804110, Davis County Recorder's Office. The Deed executed by First of Denver Mortgage Investors, now known as Property Investors of Colorado, a Massachusetts Business Trust, was named as Grantor. The purpose of the Warranty Deed was to convey and transfer the real property upon which is situated a club house, tennis court and swimming pool, containing approximately .50147 acres.

3. The facility has not been used by the members of the Association for approximately two (2) years.

4. The members of the Association have met and at least seventy five percent (75%) of the owners have approved a transfer of the property known as the "Recreational Center" to a

third-party purchaser.

5. Based upon the fact that the Association was not using the recreational facility and that ten (10) units are unable to support the upkeep and maintenance of such a facility, it has been determined to sell the recreational facility to a third-party purchaser.

6. The real property shall be owned independently by another party for the purpose of having a residence thereon. The building shall be converted from a recreational facility to a resident and hereafter used as a residence only. The real property (hereinafter "subject property") is more particularly described as follows:

PARCEL 1: BEGINNING AT A POINT SOUTH 87°24'5" EAST 855.26 FEET AND NORTH 5°16'25" WEST 317.28 FEET FROM THE WEST QUARTER CORNER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 1°58'15" EAST 33.37 FEET; THENCE NORTH 2°26' WEST 25 FEET; THENCE SOUTH 87°34' WEST 13 FEET; THENCE NORTH 2°26' WEST 25 FEET; THENCE NORTH 42°0' EAST 87 FEET; THENCE SOUTH 47°26' EAST 38.46 FEET; THENCE NORTH 87°34' EAST 85 FEET; THENCE SOUTH 2°26' EAST 120 FEET; THENCE SOUTH 87°34' WEST 64.44 FEET; THENCE SOUTH 7°20' WEST 30.70 FEET TO A POINT ON A 316 FOOT RADIUS CURVE TO THE RIGHT (RADIUS POINT BEARS NORTH 7°20' EAST); THENCE WESTERLY ALONG THE ARC OF SAID CURVE 52.12 FEET TO THE POINT OF TANGENCY WITH A 276 FOOT RADIUS CURVE TO THE RIGHT, THENCE WESTERLY ALONG THE ARC OF SAID CURVE 46.726 FEET TO THE POINT OF BEGINNING. **EXCEPTING THEREFROM:** THAT CERTAIN PROPERTY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS SOUTH 42°13'30" WEST 20.00 FEET AND SOUTH 02°12'30" EAST 17.68 FEET FROM THE NORTHEAST CORNER OF LOT 415, BARTON WOODS PLANNED UNIT DEVELOPMENT PLAT D AND RUNNING THENCE NORTH 87°47'30" EAST 5.00 FEET; THENCE SOUTH 02°12'30" EAST 7.33 FEET; THENCE SOUTH 87°47'30" WEST 5.00 FEET; THENCE NORTH 02°12'30" WEST 7.33 FEET TO THE POINT OF BEGINNING

TAX SERIAL NO: 04-067-0060

PARCEL 2: BEGINNING AT THE NORTHEAST CORNER OF LOT 415, BARTON WOODS PLANNED UNIT DEVELOPMENT PLAT D AND RUNNING THENCE SOUTH 42°13'30" WEST 20.00 FEET ALONG THE EASTERLY LINE OF SAID LOT; THENCE NORTH 02°12'30" WEST 7.50 FEET; THENCE NORTH 42°13'30" EAST 15.56 FEET; THENCE SOUTH 37°52'50" EAST 5.32 FEET ALONG THE LOT LINE TO THE POINT OF BEGINNING. **ALSO:** BEGINNING AT A POINT WHICH IS NORTH 26°42'30" EAST 4.70 FEET FROM THE MOST SOUTHERLY CORNER OF LOT 415, BARTON WOODS PLANNED UNIT DEVELOPMENT PLAT D AND RUNNING THENCE NORTH 02°11'48" EAST 50.62 FEET, THENCE NORTH 02°12'30" WEST 24.69 FEET, THENCE NORTH 87°47'30" EAST 8.00 FEET TO A CORNER OF SAID LOT, THENCE ALONG THE EASTERLY LINE OF SAID LOT THE FOLLOWING COURSES AND DISTANCES, SOUTH 02°12'30" EAST 25.00 FEET, SOUTH 02°11'48" WEST 33.37 FEET, THENCE SOUTH 26°42'30" WEST 19.30 FEET TO THE POINT OF BEGINNING.

TOGETHER with all improvements situated thereon or used in connection therewith.

TAX SERIAL NO: 04-067-0060

7. The owner of the property described above shall not be a part of the Lakeview Terrace Condominium Association and/or have any vote in the Association. However, the owner of the above-described property shall be required to pay one-eleventh (1/11) of the upkeep and maintenance of the roads, streets, street lighting and sidewalks. That assessment shall include but not be limited to snow removal and all repairs, both major and minor. In the event the owner of the property described above does not pay the one-eleventh (1/11), the Association shall have a right to claim a lien on the property for both principal, interest and cost. In the event the Association determines to make a special assessment for roads, streets or sidewalks, the subject real property shall be responsible for one-eleventh (1/11) of the special assessment. All assessments not paid within the ten (10) days of its due date shall bear interest at the rate of eighteen percent (18%) per annum. If the Association has to proceed to collect the assessment, the owner of the subject property shall pay all reasonable collection costs including reasonable attorney's fees. Said liens shall be superior to all other liens and encumbrances on said property except for (a) valid tax and special assessment liens in favor of any governmental agency; (b) any lien for sums of unpaid first mortgage or any other mortgage on the property. Any and all other liens on the property subsequent to this document being executed and recorded, shall be deemed to consent that such lien shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instrument creating such liens.

8. The real property described in paragraph 6 above is hereby eliminated and removed from any and all Enabling Declaration and/or bylaws on Lakeview Terrace Condominiums heretofore recorded and/or filed with the Davis County Recorder or any other governmental agency.

9. The Association for itself and its successors and assigns hereby permanently and

irrevocably disclaims, waives, releases, abandons and vacates all rights of every kind and nature, however characterized, including rights of use and enjoyment pertaining in any way to the above-described parcel and the amenities, facilities and improvements situated thereon.

10. If any provision of this Amended Declaration or any portion thereof shall be deemed to be invalid, the remaining provisions shall be valid and remain in full force and effect.

11. The effective date of this Declaration shall be on the day of recordation in the Davis County Recorder's Office.

DATED this 7 day of January, 2005.

**MANAGEMENT COMMITTEE OF
LAKEVIEW TERRACE CONDOMINIUM
PROJECT**

Kenneth L. Kerr

KENNETH L. KERR

Dale M. Nebeker

DALE M. NEBEKER

Robert G. Larson

ROBERT G. LARSON

STATE OF UTAH :
:SS:
COUNTY OF DAVIS :

On the 7th day of January, 2005, personally appeared before me KENNETH L. KERR, DALE M. NEBEKER and ROBERT G. LARSON who duly acknowledged they are the Management Committee of Lakeview Terrace Condominium Project, with authority to sign said document on behalf of said Condominium Project.

Cathy S. Alder

NOTARY PUBLIC

