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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
OAKCREST HOMEOWNERS ASSOC  
900 E DONNER WY  
SLC UT 84108  
BY: ZJM. DEPUTY - WI 9 P.  
By: ZJM

When recorded return to:  
Oakcrest Homeowners Association  
900 E Donner Way  
Salt Lake City, 841008

9-51

**FIRST AMENDMENT TO THE SECOND AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
OF THE  
OAKCREST GARDENS CONDOMINIUM PROJECT**

THIS FIRST AMENDMENT to the SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM for OAKCREST GARDENS (the "Declaration") is made and executed this 9 day of February, 2011, by the OAKCREST GARDENS MANAGEMENT COMMITTEE for and on behalf of the OAKCREST GARDENS HOMEOWNERS ASSOCIATION, pursuant to Article III, Section 30 of the Declaration.

**RECITALS:**

1. The OAKCREST GARDENS HOMEOWNERS ASSOCIATION, held its annual meeting on December 19, 2010 (the "Meeting"), pursuant to the notice provisions of the Declaration, and attended by Unit Owners holding more than 67% of all undivided ownership interest in the Common Areas.

2. The following amendment was put to a vote of all Unit Owners in attendance at the Meeting:

The following language shall be added to Article III, Section 6.c.ii. as a new paragraph (10):

(10) Smoking is not allowed inside any building on the Project, including all units and areas inside any building, all garages, the pool area, any areas within twenty five feet of any entrance to any building or garage. Owners who currently smoke shall be grandfathered out of this provision with respect to their own units but not with regard to other areas in the building or on the property, but this provision shall apply to all new owners and renters from and after the date of adoption. This prohibition on smoking does not extend to areas outside the building exits except as specifically stated above. Owners who are allowed to smoke within their units are required to have smoke detectors installed in their units.

3. The Declaration requires the affirmative vote of at least 67% of all undivided ownership interest in the Common Areas for any amendment. Following discussion, a vote of the Unit Owners in attendance at the Meeting was taken, and the foregoing proposed amendment PASSED by a vote of ~~67%~~ 67.4% percent of all undivided ownership interest in the Common Areas.

Therefore, Article III, section 6.c.ii of the Declaration, titled "Nuisance" is hereby amended

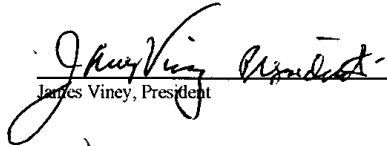
by the addition of a new paragraph (10), which shall read in its entirety:

(10) Smoking is not allowed inside any building on the Project, including all units and areas inside any building, all garages, the pool area, any areas within twenty five feet of any entrance to any building or garage. Owners who currently smoke shall be grandfathered out of this provision with respect to their own units but not with regard to other areas in the building or on the property, but this provision shall apply to all new owners and renters from and after the date of adoption. This prohibition on smoking does not extend to areas outside the building exits except as specifically stated above. Owners who are allowed to smoke within their units are required to have smoke detectors installed in their units.

In all other respects, the Declaration will remain in full force and effect and unchanged by this First Amendment.


This First Amendment shall take effect upon January 1, 2011, and shall be filed for record in the Office of the County Recorder of Salt Lake City, Utah.

THIS FIRST AMENDMENT TO THE SECOND AMENDED AND RESTATED DECLARATION IS EXECUTED this 15<sup>th</sup> day of March, 2011 by the Members of the Management Committee of the Oakcrest Gardens Homeowner's Association, Inc., who by their signatures certify that, as required by Article III, Section 30 of the Declaration, it submitted the foregoing amendment to the Unit Owners; the amendment was APPROVED by a vote of at least 67% of all Ownership Interests; and that the amendment did not require the vote of any Eligible Mortgagee.

  
James Viney, President

STATE OF UTAH                    )  
  ) ss.  
COUNTY OF Salt Lake        )

On the 15 day of March, 2011, personally appeared before me James Viney, whose identity is known to me, or sufficiently proven to me, and being duly sworn did say that they are the members of the Management Committee of the Oakcrest Gardens Homeowners Association, Inc., and that they signed the foregoing First Amendment to the Second Amended and Restated Declaration of Condominium on behalf of such Association by authority given them in the said Declaration.

  
Notary Public  
FAYE COLTON MOORE  
375 G 1350 E  
Bountiful, Utah 84010  
My Commission Expires  
February 12, 2012  
State of Utah

  
NOTARY PUBLIC  
Residing in:

My Commission Expires:  
2-12-12

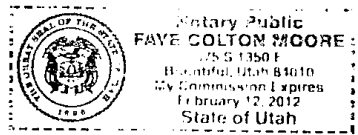
I understand that I have the right to receive a copy of this Authorization. I also understand that I have the right to revoke this Authorization and that any revocation of this Authorization must be in writing.

Dated: Day/Month 15<sup>th</sup> March Year 2011  
James Viney James Viney

STATE OF UTah )  
COUNTY OF Salt Lake ) ss

The foregoing instrument was acknowledged before me on day/month 3/15, year, 2011 by James Viney as Principal.

Faye Colton Moore



Notary Public

My commission

expires: 2-12-12

James Viney

Mr. Chase N. Peterson  
Print name:

STATE OF UTAH )  
 ) : ss.  
COUNTY OF Salt Lake )

On the 14 day of March, 2011, personally appeared before me Chase N. Peterson, whose identity is known to me, or sufficiently proven to me, and being duly sworn did say that they are the members of the Management Committee of the Oakcrest Gardens Homeowners Association, Inc., and that they signed the foregoing First Amendment to the Second Amended and Restated Declaration of Condominium on behalf of such Association by authority given them in the said Declaration.

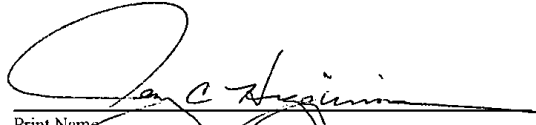
Marette McKnight  
NOTARY PUBLIC

My Commission Expires: July 29, 2014

Residing in: 1290 Foothill Dr.  
Salt Lake City, UT 84108

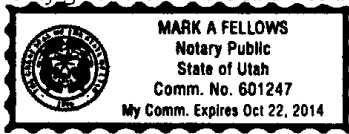
Chase N. Peterson



  
Print Name \_\_\_\_\_

STATE OF UTAH )  
 ) : ss.  
COUNTY OF Salt Lake )

On the 14 day of March, 2011, personally appeared before me Jerry Higginson, whose identity is known to me, or sufficiently proven to me, and being duly sworn did say that they are the members of the Management Committee of the Oakcrest Gardens Homeowners Association, Inc., and that they signed the foregoing First Amendment to the Second Amended and Restated Declaration of Condominium on behalf of such Association by authority given them in the said Declaration.



  
NOTARY PUBLIC

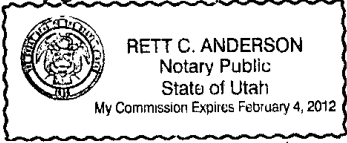
My Commission Expires:  
10/22/2014

Residing in:  
Salt Lake

Peggy F. Howell  
Print Name

STATE OF UTAH            )  
  : ss.  
COUNTY OF Salt Lake    )

On the 14 day of MARCH, 2011, personally appeared before me PEGGY HOWELL, whose identity is known to me, or sufficiently proven to me, and being duly sworn did say that they are the members of the Management Committee of the Oakcrest Gardens Homeowners Association, Inc., and that they signed the foregoing First Amendment to the Second Amended and Restated Declaration of Condominium on behalf of such Association by authority given them in the said Declaration.



Rett C. Anderson  
NOTARY PUBLIC

My Commission Expires: 2/4/2012

Residing in: SALT LAKE

*Rebecca Robbins*  
Rebecca Robbins

Print Name

STATE OF UTAH )

: ss.

COUNTY OF Salt Lake )

On the 24<sup>th</sup> day of March, 2011, personally appeared before me Rebecca Robbins, whose identity is known to me, or sufficiently proven to me, and being duly sworn did say that they are the members of the Management Committee of the Oakcrest Gardens Homeowners Association, Inc., and that they signed the foregoing First Amendment to the Second Amended and Restated Declaration of Condominium on behalf of such Association by authority given them in the said Declaration.

*[Signature]*  
NOTARY PUBLIC

My Commission Expires:  
12-01-2013

Residing in: Salt Lake

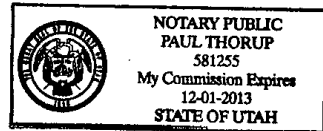


EXHIBIT A

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

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 3, AMENDED PLAT OF OAK HILLS PLAT "L", A SUBDIVISION OF PART OF SECTION 11, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH  $63^{\circ}25'26''$  N  $174.95$  FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS  $57.00$  FEET, BEARING  $N26^{\circ}34'34''$  E)  $92.34$  FEET; THENCE  $N29^{\circ}23'59''$  E  $249.88$  FEET; THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS  $50.00$  FEET, BEARING  $N29^{\circ}23'59''$  E)  $41.05$  FEET; THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS  $20.00$  FEET, BEARING  $S43^{\circ}39'56''$  E)  $25.62$  FEET; THENCE  $S60^{\circ}36'01''$  E  $40.00$  FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS  $50.00$  FEET, BEARING  $S29^{\circ}23'59''$  W)  $33.16$  FEET; THENCE  $S22^{\circ}36'01''$  E  $20.60$  FEET; THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS  $44.00$  FEET, BEARING  $S67^{\circ}23'59''$  W)  $39.93$  FEET; THENCE  $S29^{\circ}23'59''$  W  $12.00$  FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 3; THENCE  $S29^{\circ}23'59''$  W  $106.21$  FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS  $3549.95$  FEET, BEARING  $S60^{\circ}36'01''$  E)  $174.95$  FEET TO POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH PERPETUAL RIGHTS OF WAY AND A PERPETUAL EASEMENT AS FOLLOWS:

A. SUBJECT TO AN EASEMENT FOR THE INSTALLATION AND CONTINUED MAINTENANCE, REPAIR, RECONSTRUCTION AND REMOVAL OF UNDERGROUND TELEPHONE AND ELECTRIC POWER CIRCUITS, HOT WATER, CHILLED WATER, STEAM AND GAS, WATER MAINS, SNOW MELTING SYSTEMS, TRENCHES, CONTAINED IN DUCTS AND PIPES BELOW THE SURFACE OF THE LAND WITHIN A FOUR-FOOT WIDE STRIP OF LAND, BEING TWO FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE, TO WIT:

BEGINNING AT A POINT  $2.00$  FEET  $N63^{\circ}25'26''$  N FROM THE SOUTHEAST CORNER OF LOT 3, AMENDED OAK HILLS PLAT "L", AND RUNNING THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS  $3551.95$  FEET, BEARING  $S63^{\circ}25'26''$  E)  $174.95$  FEET; THENCE  $N29^{\circ}23'59''$  E  $118.29$  FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS  $42.00$  FEET, BEARING  $N60^{\circ}36'01''$  W)  $38.12$  FEET; THENCE  $N22^{\circ}36'01''$  W  $20.60$  FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS  $48.00$  FEET, BEARING  $S67^{\circ}23'59''$  W)  $31.83$  FEET; THENCE  $N60^{\circ}36'01''$  W  $40.00$  FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS  $18.00$  FEET, BEARING  $S29^{\circ}23'59''$  W)  $23.06$  FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS  $52.00$  FEET, BEARING  $N43^{\circ}59'56''$  W)  $66.61$  FEET.

B. TOGETHER WITH A RIGHT OF WAY OF GENERAL PASSAGE OVER AND UPON A STRIP OF LAND FIFTY FEET WIDE AND A CUL-DE-SAC THE AREA THEREOF BEING DESIGNATED AS "DUNNEN CIRCLE," AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 3, AMENDED PLAT OF OAK HILLS PLAT "L", A SUBDIVISION OF PART OF SECTION 11, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE  $S60^{\circ}36'01''$  E  $50.00$  FEET; THENCE  $N29^{\circ}23'59''$  E  $12.00$  FEET; THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS  $94.00$  FEET, BEARING  $N60^{\circ}36'01''$  W)  $85.31$  FEET; THENCE  $N22^{\circ}36'01''$  W  $20.60$  FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS  $100.00$  FEET, BEARING  $S67^{\circ}23'59''$  W)  $66.32$  FEET; THENCE  $N60^{\circ}36'01''$  W  $107.08$  FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS  $50.00$  FEET, BEARING  $S29^{\circ}23'59''$  W)  $221.13$  FEET; THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS  $20.00$  FEET, BEARING  $S43^{\circ}59'56''$  E)  $25.62$  FEET; THENCE  $S60^{\circ}36'01''$  E  $40.00$  FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS  $50.00$  FEET, BEARING  $S29^{\circ}23'59''$  W)  $33.16$  FEET; THENCE  $S22^{\circ}36'01''$  E  $20.60$  FEET; THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS  $44.00$  FEET, BEARING  $S67^{\circ}23'59''$  W)  $39.93$  FEET; THENCE  $S29^{\circ}23'59''$  W  $12.00$  FEET TO THE POINT OF BEGINNING.

C. SUBJECT TO AND TOGETHER WITH A JOINT RIGHT OF WAY OF GENERAL PASSAGE TWENTY-FOOT WIDE, THE CENTER LINE OF SAID RIGHT OF WAY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



EXHIBIT A (cont)

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 3, AMENDED PLAT OF OAK HILLS PLAT "L", A SUBDIVISION OF PART OF SECTION 11, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE N 63° 25' 26" W 115.35 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 57.00 FEET, BEARING N 26° 34' 34" E) 92.34 FEET; THENCE N 29° 23' 59" E 249.88 FEET TO THE SOUTHERLY LINE OF A 100 FOOT DIAMETER CUL-DE-SAC, THE CENTER OF WHICH BEARS N 29° 23' 59" E 50.00 FEET.

D. SUBJECT TO AN EASEMENT TWENTY FEET WIDE, TEN FEET THEREOF LOCATED UPON THE PREMISES HEREINAbove FIRST DESCRIBED AND TEN FEET THEREOF LOCATED UPON THE ADJOINING PREMISES, FOR THE INSTALLATION AND CONTINUED MAINTENANCE, REPAIR, RECONSTRUCTION AND REMOVAL OF UNDERGROUND TELEPHONE AND ELECTRIC POWER CIRCUITS, SANITARY SEWER, STORM AND DRAIN SEWER, HOT WATER, CHILLED WATER, STEAM AND GAS, WATER MAINS, SNOW MELTING SYSTEMS, ALL TO BE CONTAINED IN DUCTS AND PIPES BELOW THE SURFACE OF THE LAND, WITHIN SAID TWENTY-FOOT STRIP OF LAND BEING TEN FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE, TO WIT:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 3, AMENDED PLAT OF OAK HILLS PLAT "L", A SUBDIVISION OF PART OF SECTION 11, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE N 63° 25' 26" W 115.35 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT (RADIUS 57.00 FEET, BEARING N 26° 34' 34" E) 92.34 FEET; THENCE N 29° 23' 59" E 249.88 FEET TO THE SOUTHERLY LINE OF A 100 FOOT DIAMETER CUL-DE-SAC, THE CENTER OF WHICH BEARS N 29° 23' 59" E 50.00 FEET.

E. TOGETHER WITH AN EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A RETAINING WALL PRESENTLY CONSTRUCTED AND LOCATED ALONG THE WESTERLY LINE OF THE ABOVE DESCRIBED 20.0 FOOT RIGHT OF WAY, THE WESTERLY FACE OF SAID WALL BEING CONTIGUOUS WITH THE WESTERLY LINE OF SAID RIGHT OF WAY, TOGETHER WITH A PERPETUAL EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF THE NECESSARY FOOTINGS FOR SAID RETAINING WALL NOT TO EXCEED A WIDTH OF FOUR FEET SIX INCHES BEYOND THE WESTERLY FACE OF SAID WALL AND THE RIGHT OF INGRESS AND EGRESS FOR REASONABLE AND NECESSARY MAINTENANCE AND REPAIR OF SAID RETAINING WALL AND FOOTINGS.