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WHEN RECORDED, RETURN TO:
WALTER J. PLUMB, III
411 EAST 100 SOUTH
SALT LAKE CITY, UTAH 84111

MNT # 89001059

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KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
METRO NATIONAL TITLE
REC BY: D DANGERFIELD , DEPUTY

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR POWDER RIDGE

This First Amendment to Declaration of Condominium for Powder Ridge ("First Amended Declaration") is executed pursuant to the Utah Condominium Ownership Act (the "Act") and the original Declaration this 2nd day of March, 1989 by SARA COMPANY OF UTAH, INC., a Utah corporation ("Sara Company"), and POWDER RIDGE ASSOCIATION OF UNIT OWNERS, a Utah nonprofit corporation ("Association").

RECITALS

A. The original Declarant, Powder Ridge Development Company, has heretofore filed for record on March 18, 1985 a Declaration of Condominium ("Declaration") for Powder Ridge with the Salt Lake County Recorder, as Entry No. 4062189, Book 5637, Pages 1388-1465.

B. Sara Company is the purchaser of and successor in interest to all right, title and interest of Powder Ridge Development Company in and to the real property subject of the Declaration by reason of a Special Warranty Deed filed for record with the Salt Lake County Recorder, as Entry No. 4573245, Book 5995, Pages 2539-2546.

C. Pursuant to the provisions of the Act and Section 26 of the Declaration, Sara Company and the Association desire to amend the Declaration, as authorized by a resolution of the Board of Directors of Sara Company.

D. The Association hereby certifies that Sara Company, as the sole voting member of record in the Association, and as record owner and holder of 72.7% of the common areas and facilities of Powder Ridge, has consented to this First Amended Declaration, as evidenced by a resolution of its Board of Directors, and as required by Section 26 of the Declaration.

DECLARATION

1. The last sentence of Section 28 of the Declaration is amended to read as follows:

BOOK 6107 PAGE 2729

"Notice to the Management Committee shall be addressed to:

Sara Company of Utah, Inc.
c/o Walter J. Plumb, III
411 East 100 South
Salt Lake City, Utah 84111."

2. The first sentence of Section 29 of the Declaration is amended to read as follows:

"The name and address of the person in Salt Lake County, Utah, for the service of Notice of Process and matters pertaining to the project as provided under the Act:

Walter J. Plumb, III
411 East 100 South
Salt Lake City, Utah 84111."

3. Section 14 of the Declaration is amended to add the following additional subpart:

"14.10 All assignments, transfers and conveyances of parcels of Additional Land within the Project, whether by Declarant or otherwise, shall be construed to grant and reserve the easements provided below, even though no specific reference to such easement appears in any such conveyance. Any transferee, assignee or purchaser of Additional Land shall be entitled to a non-exclusive easement for ingress and egress over and across all sidewalks and roads contained within the Common Areas and Facilities of the Project for the exclusive use and benefit of the Additional Land, and shall have the right to hook up to or connect with all utility services within the Project. Any connection to utilities shall be at no cost to Declarant, the Association or any of the Unit Owners, nor shall any such connection adversely affect the delivery of utility service to the Project.

Such easement rights and right to connect to utilities shall not be altered, amended or revoked by the Association of the Unit Owners, without the consent of the record owners of the Additional Land affected thereby. The Association shall have the power and authority to memorialize or grant by deed the above easements and rights, to any transferee, assignee or purchaser of Additional Land, without the prior consent of the Unit Owners."


4. Section 22 of the Declaration is amended to add the following additional subparts:

"22.1.15 Upon assignment, transfer, or conveyance of any parcel of Additional Land within the


Project, such assignee, transferee or purchaser shall succeed to all rights and agrees to assume all obligations of Declarant under Section 22 - Option to Expand, with respect to the portion of Additional Land conveyed, assigned or transferred. Provided, however, that Declarant shall have the right to limit, control or regulate the use and development of the Additional Land by written agreement with and the consent of the assignee, transferee or purchaser prior to the date of such assignment, transfer or conveyance; and such transfer, assignment or conveyance will not affect Declarant's rights and obligations under Section 22 with respect to the remaining Additional Land retained by Declarant."

Dated the year and day first above written.

SARA COMPANY OF UTAH, INC.


By Walter J. Plumb, III
Attorney in Fact

POWDER RIDGE ASSOCIATION OF
UNIT OWNERS


By Walter J. Plumb, III
Secretary

State of Utah)
 :
County of Salt Lake)

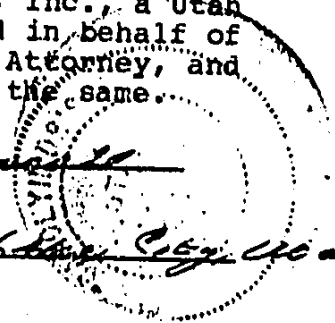
On this 22 day of March, 1989, personally appeared before me Walter J. Plumb, III, who being by me duly sworn, did say that he is the attorney-in-fact for Sara Company of Utah, Inc., a Utah corporation, and the foregoing instrument was signed in behalf of such corporation by authority of a written Power of Attorney, and he acknowledged to me that the corporation executed the same.

My Commission Expires:

7/1/89


Notary Public

Residing In: Salt Lake City, Utah



State of Utah)
County of Salt Lake)

On this 2nd day of March, 1989, personally appeared before me Walter J. Plumb, III, who being by me duly sworn, did say that he is the Secretary of Powder Ridge Association of Unit Owners, a Utah nonprofit corporation, and the foregoing instrument was signed in behalf of such corporation by authority of a resolution of its Board of Directors, and the corporation executed the same.

My Commission Expires:
7/1/89

Charles Russell
Notary Public

Residing In: Salt Lake City, Utah

