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WHEN RECORDED RETURN TO:  
James R. Blakesley  
2102 East 3300 South  
Salt Lake City, Utah 84109  
(801) 486-5634

5586005  
24 AUGUST 93 02:09 PM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
JAMES R. BALKESLEY  
REC BY: REBECCA GRAY , DEPUTY

5586005

AMENDMENT TO DECLARATION OF CONDOMINIUM OF  
ESSEX COURT CONDOMINIUM PROJECT

This Amendment is made and executed this 17<sup>th</sup> day of August, 1993, by the ESSEX COURT Condominiums Homeowners Association, a Utah Non-Profit Corporation of 6955 South 900 East, Midvale, Utah 84047 the "Association").

RECITALS

A. Declaration. The original Essex Court Declaration of Condominium was recorded May 3, 1979, as Entry No. 3274083, in Book 4856, at Page 488 of the official records of Salt Lake County, Utah (the "Declaration").

B. Property Description. This Amendment affects that certain real property known as ESSEX COURT CONDOMINIUMS ("ESSEX COURT") located in Salt Lake County, Utah described with particularity on Exhibit "A" attached hereto and incorporated herein by this reference.

C. Developer. The original Developer of ESSEX COURT was Warranty Construction Company, Inc.

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D. Control. The control, operation and management of ESSEX COURT has been transferred to the Association.

E. Intent. The Association desires by this amendment to allow for the recovery of attorneys fees incurred by the Association in enforcing this Declaration and to establish certain pet and parking restrictions; and

F. All of the requirements of Article III, Section 25 of the Declaration have been satisfied and the proposed amendment has been approved by at least 51% of the undivided ownership interest in the common areas and facilities at ESSEX COURT.

NOW, THEREFORE, for the reasons set forth above, the Association hereby amends the Declaration as follows:

1. Article III, Section 31 is deleted in its entirety and the following language is substituted in lieu thereof:

SECTION 31

Covenants to Run With Land; Compliance

This Declaration and all the provisions hereof shall constitute covenants which run with the land and constitute equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of The Association, all parties who hereafter acquire any interest in or occupy a Unit or any part of

the Project, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, assigns, guests and invitees. Each Owner or occupant of a Unit shall comply with, and all interests in all Units shall be subject to, the terms of the Act, the terms of this Declaration, the By-Laws, and the provisions of any rules, regulations, agreements, instruments, and determinations adopted pursuant thereto, (hereafter referred to collectively as the "Declaration"), and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Committee on behalf of the Association, or, in a proper case, by an aggrieved Unit Owner. By acquiring any interest in a Unit each Unit Owner or occupant consents and agrees to be bound by and subject to each and every provision of the Declaration. Should the Association be required to take action to enforce the Declaration, or to pursue any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise, the Association may recover all costs and expenses, including a reasonable attorney's fee, which may arise or accrue.

2. Article III, Section 15 is amended to include the following additional sub-sections:

(i) Pets. No dogs shall be permitted; provided, however, those unit owners or occupants having a dog at the time of this amendment may keep that dog but may not at any time replace it, without the written consent of the Management Committee.

(j) Storage and Parking of Vehicles. No motor vehicle or trailer, including but not limited to any automobile, commercial vehicle, truck, tractor, mobile home or trailer (either with or without wheels), camper, camper trailers, boat or other watercraft, boat trailer, or any other transportation device of any kind may be parked or stationed in front of any garage, walkway, driveway, Unit or Common Area.

Owners or occupants must park two vehicles in their garage before parking in other designated areas. All additional vehicles must be parked in designated areas.

Visitors may only park their motor vehicles temporarily in designated "guest" spaces and in accordance with the Parking Rules and Regulations promulgated by the Management Committee.

No Owners or occupants shall repair or restore any motor vehicle of any kind upon any Unit or Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

Motor Vehicles parked in unauthorized areas, or in violation of the parking rules and regulations established by the Management Committee, may, at owner's expense, be towed away.

No garage may be altered in such a manner that the number of motor vehicles which may reasonably be parked therein after the alteration is less than the number of motor vehicles that could have been reasonably parked in the garage as originally constructed.

All garages shall be used for the purpose of parking motor

vehicles and shall not be used as storage facilities.

3. The effective date of this Amendment to the Declaration shall be the date on which the instrument is filed for record in the office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, the Association has executed this instrument on the day and year first above written.

ESSEX COURT CONDOMINIUM  
HOMEOWNERS ASSOCIATION

By *John W. Wilson*  
President

By *Louise Hull*  
Secretary

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

On the *16th* day of *Aug*, 1993, personally appeared before me *John W. Wilson* and *Louise Hull* who by me being duly sworn, did say that they are the President and Secretary of ESSEX COURT CONDOMINIUM HOMEOWNERS ASSOCIATION, and that the within and foregoing instrument was signed in behalf of said Association by authority of a Resolution of its Board of Directors, and said *John W. Wilson* and *Louise Hull* duly acknowledged to me that said Association executed the same.

*Angela O. Whitney*  
NOTARY PUBLIC  
Residing at:

My Commission Expires:  
\_\_\_\_\_

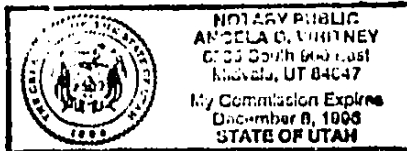


EXHIBIT "A"

LEGAL DESCRIPTION

The LAND described in the foregoing Amendment to Declaration of Condominium is located in SALT LAKE County, UTAH and is described more particularly as follows:

PHASE 1

Beginning at a point that is South 131.514 feet and East 2344.864 feet from the NW corner of Section 33, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence North 149,598 feet, thence S87°27'22" W 126,125 feet; thence South 8,732 feet, thence S37°06'49" W 187,263 feet, thence N4°07'07" E 102,257 feet, thence N87°47'04" E 14,962 feet; thence N0°02" W 61,000 feet thence S89°58" W 181,000 feet, thence N0°02" W 15,000 feet, thence S89°52'20" W 27,000 feet, thence N0°01'40" W 84,031 feet, thence N83°52'10" E 38,723 feet, thence a part of a 140,000 foot radius curve to the right (bearing to center curve bears S0°07'40" E), thence Southeasterly 44,295 feet along the a.c. of said curve, thence S72° E 75,004 feet, thence N18° E 42,298 feet, thence N1°10'05" E 94,372 feet, thence S72° E 110,000 feet, thence S18° E 136,000 feet, thence S72° E 55,000 feet, thence N 18° E 12,563 feet, thence S54°18' E 59,441 feet; thence N35°42' E 138,00 feet, thence S66° E 53,940 feet, thence S53° E 40,00 feet, thence S30° E 21,802 feet, thence East 13,664 feet, thence S52°35'18" W 140,341 feet, thence S35°42' W 12,067 feet; thence S46°36'03" E 29,762 feet, thence S24°33' E 31,000 feet, thence N65°27' E 133,000 feet, thence S18° E 37,474 feet, thence S33° E 75,000 feet, thence S77°09'16" W 110,488 feet, thence S65°27' W 26,284 feet, thence S24°33' E 47,073 feet, thence South 8.76 feet, thence S30°36'37" E 34,857 feet, thence S 18° E 70,000 feet, thence West 204.11 feet, to the point of beginning. Contains 3.5125 acres.

EXHIBIT "A"

LEGAL DESCRIPTION

The LAND described in the foregoing Declaration of Condominium is located in SALT LAKE County, UTAH and is described more particularly as follows:

Phase 2

PARCEL ONE:

Beginning at a point that is North 292.132 feet and East 1993.927 feet from the NW corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence N0°01'40" W 163.000 feet, thence S72° E 194.584 feet, thence S11°10'05" W 94.372 feet, thence S18° W 42.298 feet; thence N72° W 75.004 feet to a point of a 140.00 feet radius curve to the left (bearing to center curve bears S18°07'40" W), thence Northwesterly 44.295 feet along the arc of said curve, thence S89°52'20" W 38.725 feet, to the point of beginning. Contains 6.772 acres.

PARCEL TWO:

Beginning at a point that is North 231.673 feet and East 2241.500 feet from the NW corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence N18° E 136.000 feet, thence S72° E 53.050 feet, thence S66° E 96.060 feet, thence S35°42' W 138.000 feet, thence N34°18' W 59.441 feet, thence S18° W 12.563 feet, thence N72° W 55.000 feet, to the point of beginning. Contains 0.4059 acres.

PARCEL THREE:

Beginning at a point that is North 144.054 feet and East 2413.759 feet from the NW corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence N35°42' E 12.067 feet, thence N52°35'18" E 140.341 feet, thence East 8.230 feet, thence S10° E 93.000 feet, thence S65°27' W 133.000 feet, thence N24°33' W 31.000 feet, thence N46°36'03" W 29.762 feet, to the point of beginning. Contains 0.2601 acres.

PARCEL FOUR:

Beginning at a point that is North 96.317 feet and East 2039.102 feet from the NW corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence N4°07'07" E 67.000 feet, thence N89°50' E 140.000 feet, thence S0°02' E 61.000 feet, thence S87°47'04" W 152.962 feet, to the point of beginning. Contains 0.2205 acres.

EXHIBIT "A"

LEGAL DESCRIPTION

The LAND described in the foregoing Declaration of Condominium is located in SALT LAKE County, UTAH and is described more particularly as follows:

Phase 3

PARCEL ONE:

Beginning at a point that is South 131.514 feet and East 2022.776 feet from the Northwest Corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence N4°07'07" E 126.164 feet; thence N87°06'49" E 187.265 feet; thence North 8.732 feet; thence N87°27'22" E 126.125 feet; thence South 149.598 feet; thence West 322.098 feet to the point of beginning. Contains 0.9983 Acres.

PARCEL TWO:

Beginning at a point that is South 131.514 feet and East 2548.976 feet from the Northwest corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence N 18° W 70.00 feet; thence N30°36'37" W 34.857 feet; thence North 8.76 feet; thence N24°33' W 47.073 feet; thence N63°27' E 26.284 feet; thence N77°09'16" E 110.488 feet; thence S33° E. 94.220 feet; thence S 18° E. 110.00 feet; thence West 158.00 feet to the point of beginning. Contains 0.612 Acres.