

Ray

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Recorded MAR 9 1978 at 3 58 m.
Request of Grace Cross
KATIE L. DIXON, Recorder
Salt Lake County, Utah
\$ 850 By Scott Duckworth Deputy
REF. Scott Duckworth

AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
WATERBURY OPEN SPACE COMMUNITY

Ray Quinney &
Neheler
400 Desert Bldg
84111

This Amendment to that "Declaration of Condominium of Waterbury Open Space Community" (recorded as entry number 2548993 in Book 3356 at pages 23 to 59 of the official records of the Salt Lake County Recorder) is made pursuant to the provisions of the Utah Condominium Ownership Act and paragraph 12 of the said Declaration.

RECITALS

WHEREAS, on October 18, 1977 pursuant to the Bylaws of Waterbury Open Space Community, there was held the annual meeting of the Unit Owners of Waterbury Open Space Community upon written notice mailed or delivered to all such Unit Owners, and

WHEREAS there was present and voting a quorum of such Unit Owners, and

WHEREAS, upon a vote taken of such Unit Owners, there was approved by Unit Owners representing not less than two-thirds of the undivided interests in the Common Areas the following Amendment to the Declaration of Condominium of Waterbury Open Space Community, and

WHEREAS the Management Committee of Waterbury Open Space Community desires and intends by filing this Amendment to amend said "Declaration of Condominium of Waterbury Open Space Community" thereby to subject the Real Property (described in the attached Appendix "A" hereto) to the covenants, limitations, easements and restrictions contained in said "Declaration of Condominium of Waterbury Open Space Community" as amended herein.

DECLARATION

NOW THEREFORE, the Management Committee of Waterbury Open Space Community declares and certifies that the said

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"Declaration of Condominium of Waterbury Open Space Community" is amended to read as follows:

Paragraph 7. Assessments.

Subparagraph (d)

(d) Method, Payment of Assessments, Etc. Annual assessments shall be made on a calendar year basis. The Management Committee shall give written notice to each Owner as to the amount of the annual assessment with respect to his Unit not less than thirty (30) days nor more than sixty (60) days prior to the beginning of the next calendar year, provided, however, that the first annual assessment shall be for the balance of the calendar year remaining after the date fixed by the Management Committee as the date of commencement of the Project. Each annual assessment shall be due and payable in monthly installments on the 1st day of each and every month and no separate notices of such monthly installments shall be required. Each monthly assessment shall bear interest at the rate of eighteen per cent (18%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date. In addition, a penalty of five (5) dollars per month shall be levied on each monthly installment which is not paid within thirty (30) days from the date it becomes due and payable.

Subparagraph (e)

(e) Special Assessments. In addition to the annual assessments authorized hereunder, the Management Committee may levy in any assessment year a special assessment, subject to the provisions of paragraph 6 (f) above, payable over such a period as the Management Committee may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for defraying increased utility and essential maintenance costs, or for any other expense incurred or to be incurred as provided in this Declaration. This paragraph shall not be construed as an independent source of authority of the Management Committee to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other paragraphs hereof which shall make specific reference to this paragraph. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to their respective undivided interest in the Common Areas. Declarants' interest in Common Areas shall be determined on the same basis set forth in subparagraph (c). Notice in writing of the amount of such special assessments and the time for paying thereof shall be given promptly to the Owners, and no payment shall be due less than thirty (30) days after such notice shall have been given. A special assessment shall bear interest at the rate of eighteen per cent (18%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date. In addition, a penalty of five (5) dollars per month shall be levied on each special assessment which is not paid within thirty (30) days from the date it becomes due and payable.

Paragraph 31. Service of Process. The name of the person to receive service of process in cases contemplated by the Act and his place of business are:

Tom Post, Manager
1550 East Waterbury Way
Salt Lake City, Utah 84121

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APPENDIX "A"

Beginning at a point West 783.20 feet and North 2588.38 feet from the South quarter corner of Section 16, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence East 196.56 feet to a point on the Westerly line of Van Winkle Expressway, said point being on a curve to the right the radius point of which is North 42° 39' 30" East 2939.93 feet; thence Northwest-erly along the arc of said curve 1252.43 feet; thence South 65° 00' West 280.00 feet; thence West 92.74 feet; thence North 16° 08' West 152.925 feet to a point of a 499.00 foot radius curve to the right; thence Northwest-erly along the arc of said curve 16.94 feet; thence South 75° 48' 43" West 42.00 feet to a point on a curve to the left, the radius point of which is North 75° 48' 43" East 541.00 feet; thence Southeasterly along the arc of said curve 18.37 feet to a point of tangency; thence South 16° 08' East 140.775 feet; thence West 67.45 feet; thence South 28° 08' 30" East 20.97 feet; thence South 1° 49' East 230.12 feet; thence South 15° 00' 30" East 161.42 feet; thence South 0° 16' 15" West 326.00 feet; thence South 13° 52' 40" West 228.24 feet; thence South 22° 53' East 164.75 feet; thence South 17° 51' East 117.80 feet; thence South 0° 13' East 106.74 feet; thence South 89° 46' 04" East 219.985 feet; thence South 168.365 feet; thence East 387.75 feet; thence North 65° 00' East 97.73 feet; thence East 39.16 feet; thence North 552.44 feet; thence East 137.76 feet to the point of beginning, excepting therefrom two parcels described as follows:

PARCEL 1.

Beginning at a point on the Westerly right-of-way line of Van Winkle Expressway, said point being West 568.64 feet and North 2588.38 feet from the South quarter corner of Section 16, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence West 196.56 feet; thence North 71.64 feet; thence North 27° 30' West 25.00 feet; thence North 62° 30' East 83.00 feet to a point on the Westerly line of Van Winkle Expressway, said point being on a curve to the left; the radius point of which is North 46° 20' East 2939.93 feet; thence Southeasterly along said Westerly line and arc of said curve 188.57 feet to the point of beginning. ("Boat and Camper Storage Area")

PARCEL 2.

Beginning at a point North 2658.03 feet and West 1329.11 feet from the South quarter corner of Section 16, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence West 10.0 feet; thence North 10.0 feet; thence East 10.0 feet; thence South 10.00 feet to the point of beginning. ("The Well Property")

Together with a right-of-way for egress and ingress over and across the following described real property:

Beginning at a point North 3639.48 feet and West 1718.17 feet from the South quarter corner of Section 16, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point being on a curve to the right, the radius point of which is North 75° 48' 43" East 541.00 feet; thence Northerly along the arc of said curve 86.76 feet to a point of tangency; thence North 5° 00' West 174.54 feet to the South line of 5600 South Street; thence South 84° 37' 52" East along said South line 42.70 feet; thence South 5° 00' East 166.85 feet to a point of a 499.00 foot radius curve to the left; thence Southerly along the arc of said curve 80.02 feet; thence South 75° 48' 43" West 42.00 feet to the point of beginning. (Easement for Right-of-Way to and from Waterbury Way).

Except as set forth above, all other provisions, terms and conditions of the said "Declaration of Condominium of Waterbury Open Space Community" together with the "Bylaws of Waterbury Open Space Community" are hereby reaffirmed and remain unamended.

DATED this 8th day of March, 1978.

WATERBURY MANAGEMENT COMMITTEE

Max N. Lunt
Chairman Max N. Lunt

Scott H. Clark
Secretary Scott H. Clark

Leota R. Bird (Robbie Bird)
Vice-Chairman Leota R. Bird

Scott Hinckley
Treasurer Scott Hinckley

LeGrande Silver
Member of Committee LeGrande Silver

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

On the 8th day of March, 1978, personally appeared before me Max N. Lunt, the Chairman; Robbie Bird, the Vice-Chairman; Scott H. Clark, the Secretary; Scott Hinckley, the Treasurer; and LeGrande Silver, a Member of Committee of Waterbury Management Committee and each stated that the within and foregoing instrument was signed in behalf of and by authority of a resolution of the Waterbury Management Committee and each duly acknowledged to me that the said Management Committee executed the same.

My Commission Expires:

Judith Cook
NOTARY PUBLIC
Residing at Salt Lake City, UT

My Commission Expires Nov. 11, 1979

