

After Recording Return To:
RICHARDS, KIMBLE & WINN, PC
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Salt Lake City, UT 84117
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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
RICHARDS KIMBLE & WINN
2040 E MURRAY-HOLLADAY RD#106
SLC UT 84117
BY: ZJM, DEPUTY - MA 11 P.

**AMENDMENT TO THE AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE
ESSEX COURT CONDOMINIUMS HOMEOWNERS ASSOCIATION**

This Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Essex Court Condominium is made and executed this 7th day of February, 2010, by the ESSEX COURT HOMEOWNERS ASSOCIATION (hereinafter referred to as the "Association").

RECITALS:

- A. The Declarant was the owner of the Tract more particularly described in Exhibit "A" attached hereto and made a part hereof.
- B. The Declarant constructed, upon the Tract a Condominium Project, including certain Units and other improvements. All of such construction has been performed in accordance with the plans contained in the Record of Survey Map that was recorded concurrently herewith.
- C. The Declarant desired, by filing this Declaration and the Record of Survey Map, to submit the Tract and all improvements constructed thereon to the provisions of the Act as a Condominium Project to be known as the "Essex Court."
- D. The Declarant sold and conveyed to various purchasers the fee title to the individual Units contained in the Project, together with the undivided ownership interests in the Common Areas and Facilities appurtenant to such Units, subject to the following covenants, conditions, restrictions, easements and limitations which are hereby declared to be for the benefit of the whole tract and all of the property described herein and the owners thereof, their successors and assigns. These covenants, conditions, restrictions, easements and limitations shall run with the said real property and shall be binding on all parties having or acquiring any right, title or interest in the described real property or any part thereof and shall inure to the benefit of each owner thereof and are imposed upon said real property and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements.
- E. This Project was intended as an expandable condominium. The Declarant anticipated that the Project created by this Declaration would be but the initial part of a larger Project which ultimately came into existence.

F. Control. The control, operation and management of the Essex Court Condominium Project has been transferred by the original Declarant/Developer to the Association.

G. Original Declaration. The original Declaration of Condominium of Essex Court Condominium Project was recorded May 3, 1979, as Entry No. 3274083, In Book 4856, at Page 488 of the official records of Salt Lake County, Utah (hereinafter referred to as the "Original Declaration").

H. First Amendment. The Original Declaration was amended by a written instrument recorded on May 24, 1979 as Entry No. 3284555, in Book 4868, at Page 548 of the official records of Salt Lake County, Utah.

I. Second Amendment. The Original Declaration, as amended, was again modified by a written instrument recorded on September 14, 1979, as Entry No. 3337709, in Book 4949, at Page 284, of the official records of Salt Lake County, Utah.

J. Third Amendment. The Original Declaration, as amended, was again modified by a written instrument recorded on July 25, 1980, as Entry No. 3457139, in Book 5127, at Page 3351, of the official records of Salt Lake County, Utah.

K. Fourth Amendment. The Original Declaration, as amended, was again modified by a written instrument recorded on August 23, 1993, as Entry No. 5586005, in Book 6737, at Page 933, of the official records of Salt Lake County, Utah.

L. Fifth Amendment. The Original Declaration, as amended, was again modified by a written instrument recorded on December 7, 1995, as Entry No. 6230599, in Book 7285, at Page 2761, of the official records of Salt Lake County, Utah.

M. Sixth Amendment. The Original Declaration, as amended, was again modified by a written instrument recorded on January 29, 1996, as Entry No. 6266313, in Book 7317, at Page 1534, of the official records of Salt Lake County, Utah.

N. Seventh Amendment. The Original Declaration, as amended, was again modified by a written instrument recorded on June 2, 1998, as Entry No. 6981966, in Book 7995, at Page 2934, of the official records of Salt Lake County, Utah.

O. Eighth Amendment. The Original Declaration, as amended, was again modified by a written instrument recorded on November 12, 1999, as Entry No. 7510663, Book 8322, at Page 4077, of the official records of Salt Lake County, Utah.

P. Ninth Amendment and Restatement. The Original Declaration, as amended, was again modified on November 4, 2003, as Entry No. 8879487, Book 8906, at Page 6853, of the official records of Salt Lake County, Utah.

Q. Tenth Amendment. The Original Declaration, as amended, was again modified on October 15, 2007, as Entry No.10249591, Book #9526, Page #991, of the official records of Salt Lake County, Utah.

R. Intent. The Association desires by this amendment to modify the following Articles:

(i) Article I, Definitions by adding four new definitions that define motor vehicles, criminal activity, registered sex offenders and crimes of violence.

(ii) Article III, Section 15, Paragraph (j) as it relates to the type of commercial vehicles that may be parked in the common parking areas.

(iii) Article III, Section 15, Paragraph (k) Sub-paragraph (8) by expanding the "copy of lease" requirements to include a verified background check and a signed Crime Free Lease Addendum.

(iv) Article III, Section 15, Paragraph (k) by adding a new Sub-paragraph (12) that restricts homeowners from leasing their unit to persons that choose to engage in criminal activities.

(v) Article III, Section 15, Paragraph (k) by adding a new Sub-paragraph (13) that requires homeowners that lease their units to adhere to all State and Local Laws Pertaining to Rental and Lease Properties.

S. Voting Requirements Satisfied. All of the voting requirements of Article III, Sections 22 and 23 of the Declaration have been satisfied in that the proposed amendment to the Declaration has been approved and consented to in writing by at least 51% of the Percentage Interest of the Unit Owners.

NOW, THEREFORE:

1. Article I, Definitions is amended to add the following definitions:

36. Motor Vehicles shall mean and refer to motor vehicles or trailers, including but not limited to any automobile, commercial vehicle, truck tractor, mobile home, or trailer (either with or without wheels), camper trailer, boat or other water craft or any other transportation device of any kind as defined in Utah Code Title 41, Motor Vehicles; Chapter 1a, Motor Vehicle Act; Section 102, Definitions, as amended from time to time.

37. Criminal Activity shall mean and refer to persons convicted of illegal drug activity, Restricted Sex Offenders, and/or persons convicted of Crimes of Violence.

38. "Restricted Sex Offender" means a Sex Offender or Kidnap Offender, as those terms are defined by Utah Code Ann. §77-27-21.5, as amended from time to time.

39. Crimes of Violence shall mean and refer to any offense that has as an element the use, attempted use, or threatened use of physical force against another person or property of another, or any other offense that is a felony and that, by its nature, involves substantial risk that

physical force against the person or property of another may be used in the course of committing the offense. Crimes of violence include voluntary manslaughter, murder, rape, mayhem, kidnapping, robbery, burglary or housebreaking, extortion accompanied by threats of violence, assault with a dangerous weapon or assault with intent to commit any offense punishable by imprisonment for more than one year, arson punishable as a felony, or an attempt or conspiracy to commit any of the foregoing offenses.

2. Article III, Section 15, Paragraph (j) is amended to read as follows:

(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 trailers, boat or other water craft, boat trailer, or any other transportation device of any kind may be parked or stationed in such a manner that it blocks the entrance to any garage or Unit, or upon any walkway, driveway, or the Common Area, except as provided herein. The exception to the provisions of this paragraph are commercial vehicles that are used for "on-call" emergency services that are owned by essential public utility companies/entities, i.e., police, fire, electricity, gas, water, and sewer and that have a Gross Vehicle Weight (GVW) of less than 9,000 pounds, a length of less than 18 feet, and a height of less than seven feet. Commercial vehicles that fall within these requirements may be parked in a Common Area parking space provided the homeowner or unit resident assigned to operate the vehicle provides the Management Committee a letter of explanation regarding the express use of the commercial vehicle for "on-call" emergency service. The homeowner or unit resident may be charged a fee to park in a Common Area parking space at the sole discretion of the Management Committee.

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 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 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. Article III; Section 15; Paragraph (k); Subparagraph (8) is amended to read as follows:

(8) Copy of Lease, Crime Free Lease Addendum and Background Check.

When the leasing of a Unit is approved, a copy of the lease (and each replacement lease), signed by the lessee and the lessor, along with a copy of the Crime Free Lease Addendum, signed by the

lessee, and verified documentation that the homeowner has completed a background check on the lessee shall be submitted to the Committee within ten (10) days after they have been signed and/or completed by the Homeowner and the lessee. All lessee's are required to sign the Essex Court Condominiums Crime Free Lease Addendum prior to moving into a unit in Essex Court. The Essex Court Condominium Crime Free Lease Addendum shall become part of the Unit Owner's lease documents. Violation of the provisions of the Essex Court Condominium Crime Free Lease Addendum shall be a material and irreparable violation of the lease and cause for the immediate termination of tenancy. All homeowner's are required to complete a background check on lessees prior to the lessee moving into a unit in Essex Court. Under no circumstances shall a person convicted of a Criminal Activity be allowed to lease a unit in Essex Court. The Committee may recover from the Owner its attorney fees and costs incurred in obtaining a copy of the lease, the Crime Free Lease Addendum and the verified background check if this documentation is not provided in a timely manner or within ten (10) days of its request in writing.

4. Article III; Section 15, Paragraph (k) is amended to add a new Sub-paragraph (12) that reads as follows:

(12) Leasing to Persons Convicted of Criminal Activity. Under no circumstances shall a non-resident unit owner lease or allow occupancy of his or her unit to any person or persons convicted of Criminal Activity including but not limited to any illegal drug related activity, Restricted Sex Offenders and convicted perpetrators of Crimes of Violence. Violation of the provisions of this sub-paragraph shall be a material and irreparable violation of the lease and cause for the immediate termination of tenancy.

If a Restricted Sex Offender, a person convicted of any illegal drug activity or a convicted perpetrator of a Crime of Violence occupies any rented or leased Unit, the Owner must immediately cause the person to vacate the Unit.

Each Owner hereby appoints the Association as the Owner's attorney-in-fact for the purpose of commencing eviction or other legal proceedings involving a Restricted Sex Offender, a person convicted of any illegal drug activity or a convicted perpetrator of a Crime of Violence. This includes but is not limited to the power to execute any documents pertaining to the proceedings or performing any necessary actions. This power of attorney is expressly declared and acknowledged to run with the land and title of all Units in the Association and will bind heirs, personal representatives, successors and assigns of each Owner in the Association.

If the Association believes that a Restricted Sex Offender, a person convicted of any illegal drug activity, or a convicted perpetrator of a Crime of Violence is present on any Lot, it shall provide written notice to the Owner. If the Owner has not diligently pursued legal action or the Restricted Sex Offender, a person convicted of any illegal drug activity, or a convicted perpetrator of a Crime of Violence is present on the Lot 21 days after the Association sent notice to the Owner, then the Association may, as attorney-in-fact for the Owner, pursue an eviction or other legal means against the Restricted Sex Offender, a person convicted of any illegal drug activity, or a convicted perpetrator of a Crime of Violence on behalf of the Owner and the other Owners.

If it is necessary for the Association to pursue any form of legal action to enforce this Covenant, the Owner of the Lot specified in the legal action must reimburse the Association for all of its legal expenses, including, but not limited to, its reasonable attorney fees and court costs. If the action is unsuccessful in removing the Restricted Sex Offender, a person convicted of any illegal drug activity, or a convicted perpetrator of a Crime of Violence, then the Association may appeal the court's decision. If successful, the Owner must also reimburse the Association for the costs associated with the appeal.

The Association shall not be responsible for informing residents of the presence of a sex offender, a person convicted of any illegal drug activity, or a convicted perpetrator of a Crime of Violence in the Association and the Association shall not be liable to any Owner or occupant for failing to notify him or her of the presence of a sex offender, Restricted Sex Offender or any other person convicted of a crime, whether such failure was negligent or intentional. The Association shall have the right but not the duty to enforce the restrictions in Sub-paragraphs (8) and (12). Sub-paragraphs (8) and (12) may be enforced by any Member of the Association.

5. Article III; Section 15, Paragraph (k) is amended to add a new Sub-paragraph (13) that reads as follows:

(13) Adherence to State and Local Laws Pertaining to Rental and Lease Properties. All homeowners that lease their units shall ensure they are in compliance with all state and local laws that pertain to rental/lease properties.

6. Effective Date. This Declaration shall take effect upon recording in the office of the County Recorder of Salt Lake County, Utah.

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

ESSEX COURT HOMEOWNERS ASSOCIATION.

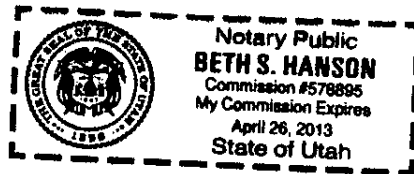
By Edward P. Kimball
Edward P. Kimball, President
Essex Court Condominiums Homeowner Association

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 16th day of February, 2010, personally appeared before me EDWARD P. KIMBALL, who being by me duly sworn did say, that he, the said EDWARD P. KIMBALL is the President of Essex Court Condominium Homeowners Association and that the within and foregoing instrument was signed on behalf of Essex Court Condominium Homeowners Association on by authority of a resolution of the its Management Committee and said EDWARD P. KIMBALL duly acknowledged to me that said Corporation executed the same and that the seal affixed is the seal of said Corporation.

Beth S. Hanson _____, NOTARY PUBLIC

My Commission Expires: 4/26/2013



By: Suzanne Schroader
Suzanne Schroader, Secretary
Essex Court Condominiums Homeowner Association

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 12 day of February, 2010, personally appeared before me SUZANNE SCHROADER, who being by me duly sworn did say, that she, the said SUZANNE SCHROADER is the secretary of Essex Court Condominium Homeowners Association and that the within and foregoing instrument was signed on behalf of Essex Court Condominium Homeowners Association on by authority of a resolution of the its Management Committee and said SUZANNE SCHROADER duly acknowledged to me that said Corporation executed the same and that the seal affixed is the seal of said Corporation.

Marie L. Black, NOTARY PUBLIC

My Commission Expires: February 8, 2013

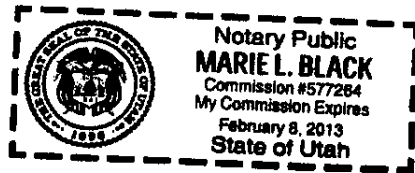


EXHIBIT "A"

LEGAL DESCRIPTION¹

All Units in all Phases of Essex Court Condominiums, more particularly described as follows:

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

PHASE 1²

Beginning at a point that is South 131.514 feet and East 2344.864 feet from the NW corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence North 149.598 feet, thence S87°27'22" seconds W 126.125 feet; thence South 8.732 feet, thence S 87°06'49" W 187.265 feet, thence N4°07'07" E 102.257 feet, thence N87°47'04" E 1542.962 feet; thence N0°02" W 61.000 feet thence S89°58" W181.000 feet, thence N0°02" W 45.000 feet, thence S89°52'20" W 17.000 feet, thence N0°01'40" W 84.051 feet, thence N89°52'20" E 38.752 feet, to a point of 140.00 feet radius curve to the right (bearing to center curve bears S0°07'40" E), thence Southeasterly 44.295 feet, along the arc of said curve, thence S72° E 75.004 feet, thence N18° E 42.298 feet, thence N11°10'05" E 94.372 feet, thence S72° E 110.000 feet, thence S18° W 136.000 feet, thence S72° E 55.000 feet, thence N18° 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 13.644 feet, thence S52°35'18" E 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 S18° E 70.000 feet, thence West 204.11 feet, to the point of beginning. Contains 3.5125 acres.

PHASE 2³

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

¹Exhibit A was amended on August 17, 1993, and recorded in the Office of the Recorder Salt Lake County, Utah, Entry No. 5586005, Book 6737, Page 0933.

²The described real property associated with Phase 1 of the Project was originally recorded in the office of the County Recorder of Salt Lake County, Utah, on May 3, 1979, Entry No. 3274083, Book 4856, Page 488.

³The described real property associated with Phase Two of the Project was originally recorded in the office of the County Recorder of Salt Lake County, Utah, on May 24, 1979, Entry No. 3284555, Book No. 4868, Page 548.

Meridian; thence N0°01'40" W 163.000 feet, thence S72° E 194.586 feet, thence S11° 10'05" W 94.312 feet, thence S18° W 42.298 feet; thence N72° W 75.004 feet to a point of a 140.00 foot radius curve to the left (bearing to center curve bears S18°07'40" W), thence Northwesterly 44.295 feet along the arm of said curve, thence S89°52'20" W 38.725 feet, to the point of beginning. Contains 0.772 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 58.050 feet, thence S66° E 96.060 feet, thence S35° 42' W 138.000 feet, thence N54°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 S18° 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 2039.182 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°58' E 148.000 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.

PHASE 3⁴

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.

⁴The described real property associated with Phase Three of the Project was originally recorded in the office of the Recorder of Salt Lake County, Utah, on July 25, 1980, Entry No. 3457139, Book No. 5127, Page 351.

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 N18° 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 N65°27" E 26.284 feet; thence N77°09'16" E 110.488 feet; thence S33° E. 94.220 feet; thence S18° E. 110.00 feet; thence West 158.00 feet to the point of beginning. Contains 0.612 Acres.