

KATIE L. LIXON
RECORDER
SALT LAKE COUNTY,
UTAH

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GUARDIAN TITLE

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REP
Katie Lixon

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AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
WOOD HOLLOW CONDOMINIUM

Pursuant to its power as set forth in ARTICLE XIX of its DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WOOD HOLLOW CONDOMINIUM, recorded with the Salt Lake County Recorder in Book 5129 at Page 286, as Entry No. 3458791, Declarant GRAMCO, a partnership, hereby amends that document as follows:

1. Join Sandy Oaks Corporation, a Utah corporation, as an additional Declarant to the Declaration.
2. With regard to ARTICLE I Section I, entitled "Definitions", add a new paragraph number 10 which shall read as follows:

10. Additional Land shall mean, refer to, and consist of the following described parcel of real property situated in Salt Lake County, State of Utah:

See Exhibit "A" attached hereto and incorporated herein by this reference.

A description of the Additional Land is set forth in this Declaration solely for purposes of identification. This Declaration is not intended as and should not be deemed to constitute any lien, encumbrance, restriction, or limitation upon any portion of the Additional Land unless and until such portion is added to the Project in accordance with law and the provisions hereof (and in particular, in accordance with the provisions of ARTICLE XII).

3. Add a new ARTICLE XX which shall read as follows:

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ARTICLE XX

Section I: Rights and Statements Respecting
Additional Land.

Declarant hereby furnishes the following information and statements respecting the Additional Land and Declarant's right and option concerning expansion of the project by the addition thereto of the Additional Land or a portion or portions thereof:

1. All of the Additional Land need not be added to the project if any of such Land is added. Rather, a portion or portions of the Additional Land may be added to the project at any time (within the limits herein prescribed) and from time to time.

2. Except for the limitations and requirements set forth in the following item (4), there are no limitations or requirements relative to the size, location, or configuration of any given portion of the Additional Land which can be added to the project or relative to the order in which particular portions of the Additional Land can be added to the project.

3. There are no limitations or requirements relative to the location of improvements that may be made on any portion of the Additional Land which is added to the project.

4. Assuming that the entirety of the Additional Land is added to the project, the maximum number of Units which may be created on the Additional Land is twenty-four (24). At any given time the total number of Units created on such portion(s) of the Additional Land as has (have) theretofore been added to the project divided by the total acreage of such portion(s) shall be no greater than twenty-four (24) divided by the total acreage of the entirety of the Additional Land.

5. Each Unit created on any portion of the Additional Land which is added to the project shall be

used only for residential housing (subject, however, to the matters set forth in ARTICLE VIII).

6. Any building or other structure erected on a portion of the Additional Land added to the project need not be of the same architectural style or comprised of the same materials as structures within the pre-existing project. Nevertheless, any such Building or other structure shall be constructed in a good and workmanlike manner.

7. In addition to the Building or Buildings, if any, created on a portion of the Additional Land added to the project, the significant improvements made to such portion may include asphalt roadways, open parking spaces, fully enclosed garages designed to accommodate one or two automobiles each, or carports, concrete sidewalks or walkways, fences, concrete patios, and porches, outdoor lighting, landscaping, additional recreational facilities, and other related improvements. All of the mentioned improvements may be of the type and in the location reasonably determined to be appropriate by Declarant, so long as such determination is not inconsistent with any limitation imposed by the Declaration.

8. Each Building which is created on a portion of the Additional Land added to the project may have a basement, may consist of either one, two, three or four above ground stories, may include one or more patios, porches, balconies, and/or decks, and may contain one or more Units. The aggregate floor space of any Unit (computed by measurements running from the interior surfaces of the walls surrounding the Unit, taking into account all finished and unfinished areas at each separate level, story, or floor contained within or making up the Unit, and not excluding areas underlying interior partitions, utilized in stairwells, and the

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like) contained in such a Building may range from a minimum of approximately 500 square feet to a maximum of approximately 5,200 square feet. Any such Unit may be of either a townhouse (multifloor) or apartment (single floor) style, and may include space located on one, two or three levels. The overall configuration of any such Unit shall be reasonable in light of the total floor area thereof and the configuration of the Building within which it is contained.

9. In conjunction with the addition to the project of a portion of the Additional Land, Declarant shall have the right to create Limited Common Areas within such portion. Each of said Limited Common Areas shall be appurtenant to a Unit located within such portion of the Additional Land. Such Limited Common Areas may include and consist of:

- a. Patios, porches, balconies, and/or decks attached or adjacent to a building located on the portion of the Additional Land concerned;
- b. Storage spaces; and
- c. Carports and/or fully enclosed garages located anywhere on such portion of the Additional Land.

The size, type, and total number of Limited Common Areas created within each portion of the Additional Land which is added to the project shall be reasonable in light of the number and nature of Units created within the portion of Additional Land concerned and those Limited Common Areas which are located on other portions of the tract.

10. In conjunction with the addition to the project of a portion of the Additional Land Declarant shall have the right to reserve, in the instrument through which the addition is accomplished, reasonable rights-of-way and/or easements for purposes of enabling

access to, furnishing utilities to, and facilitating or enabling development of, such of the Additional Land as has then not been added to the project.

Section II: Procedure for Expansion.

The supplements to the Declaration and to the Survey Map by which addition to the project of any portion of the Additional Land is accomplished shall be executed by Declarant, shall be in recordable form, must be filed for record in the office of the County Recorder of Salt Lake County, Utah, on or before seven (7) years from the date that the Declaration was recorded, namely, 11:20 a.m. on July 30, 1980, and when taken together shall contain the following information for that portion of the Additional Land which is being added to the project:

1. Data sufficient to identify the Declaration, this Amendment, and the Record of Survey Map.
2. The legal description of the portion of the Additional Land being added to the project.
3. A description of the Building(s), if any, located or to be located on the portion of the Additional Land concerned and of all other significant improvements located or to be located on such portion. Such description shall provide essentially the same type of information as is provided in the Declaration with respect to the buildings and improvements initially included in the project.
4. The Unit number of each Unit being created within the portion of the Additional Land concerned and any other data necessary for the proper identification thereof.
5. A description of any Limited Common Areas being created within the portion of the Additional Land concerned, together with a designation of the Unit to which each is appurtenant.

6. The Survey Map information required to be furnished by Section 57-8-13(2) of the Act.

7. An amended Exhibit "F" to the Declaration setting forth the percentage of undivided ownership interest which, after addition of that portion of the Additional Land concerned, shall appertain to each Unit in the project.

8. Such other matters as may be necessary, desirable, or appropriate and as are not inconsistent with any limitation imposed by the Declaration.

Upon the recordation of the supplements contemplated above, the revised schedule of undivided interests contained therein shall automatically become effective for all purposes and shall completely supersede any similar schedule which was contained in any declaration or supplement previously recorded in connection with the project or any portion of the Additional Land. And upon the recordation of such supplements they shall automatically supplement this Declaration, the Survey Map, and any supplements previously recorded. At any point in time, the Declaration and Survey Map for the project shall consist of the Declaration and the Survey Map initially effective hereunder, as amended and expanded by all supplements theretofore recorded pursuant to the terms hereof.

Section III: Additional Land -- Miscellaneous.

Such parts of or interests in a portion of the Additional Land which is added to the project as do not become units shall be and remain common areas and facilities. Until such time as any given portion of the Additional Land added to the project has been fully developed and improved in the manner contemplated by the instruments through which such portion was added, unless Declarant gives its prior written consent

thereto, neither the Management Committee nor the Association shall grant or create any easement, right-of-way, or similar matter affecting any port of such portion, improve or work on any port of such portion, or take any other action with respect to such portion which would or might impair Declarant's ability to exercise its rights concerning the same.

Section IV: No Obligation to Expand.

Except to the extent specifically indicated herein, the Declaration is not intended, and shall not be construed so as to impose upon Declarant any obligation respecting, or to restrict Declarant in any way with regard to:

1. The addition to the project of any or all of the Additional Land;
2. The creation or construction of any Unit, Building, or other improvement;
3. The carrying out in any particular way or within any particular time of any development or addition to the project which may be undertaken; or
4. The taking of any particular action with respect to the property, the project, or any portion of the Additional Land.

Except to the extent specifically indicated herein, no covenant, restriction, limitation, representation, or commitment in the Declaration concerning anything that is or is not to occur, apply, or be done on or relative to the Additional Land or any portion thereof shall be binding as to such of the Additional Land as is nnever added to the project.

DATED this _____ day of July, 1983.

GRAMCO, a partnership

SANDY OAKS CORPORATION,
a Utah corporation

By [Signature]
Partner

By [Signature]
Its [Signature]
President

STATE OF UTAH)
) ss
County of Salt Lake)

On the 27 day of July, 1983, personally appeared before me GARY M. NAGLE, general partner of GRAMCO, the signer of the foregoing instrument who acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto placed my hand and seal.

Raoul W. Curdin
Notary Public
Residing at: WEST VALLEY

My Commission Expires:

AUGUST 22, 1984



STATE OF UTAH)
) ss
County of Salt Lake)

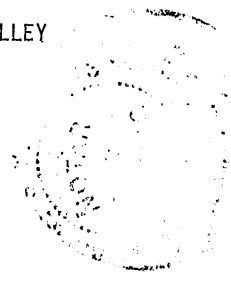
On the 27 day of July, 1983, personally appeared before me MICHAEL F. NAGLE, the signer of the foregoing instrument who acknowledged to me that he is the President of said corporation and that said instrument was signed in behalf of said corporation by authority of its By-Laws or resolution of its Board of Directors, and said ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ MICHAEL F. NAGLE acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto placed my hand and seal.

Raoul W. Curdin
Notary Public
Residing at WEST VALLEY

My Commission Expires:

AUGUST 22, 1984



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EXHIBIT "A"

PARCEL 1:

COMMENCING at a point South 20°20' East 83.42 feet, from the Southwest Corner of Lot 6, Block 46, Ten Acre Plat "A", Big Field Survey; and running thence North 13°52' West 116 feet; thence South 89°48' East 410 feet, more or less, to a point North 5°56' East from a point South 89°48' East 372.2 feet from the point of beginning; thence South 5°56' West 113 feet, more or less, thence North 89°48' West 372.2 feet to the point of BEGINNING.

PARCEL 2:

BEGINNING at the Northeast Corner of Wood Hollow, a Condominium Project, as recorded in Book 80-7 of Plats at Page 111, said point being more particularly described as being North 964.445 feet and East 427.829 feet from the Southwest Corner of Lot 4, Block 46, Ten Acre Plat "A", Big Field Survey and running thence South 06°02'15" West 56.56 feet; thence West 33.17 feet; thence North 06°02'15" East 274.691 feet; thence East 33.17 feet; thence South 06°02'15" West 218.131 feet to the point of BEGINNING.