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RECORDER, SALT LAKE COUNTY, UTAH

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BY: KLD, DEPUTY - WI 9 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 Condominiums Homeowners Association is made and executed this 30<sup>th</sup> day of September, 2007, 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. Intent. The Association desires by this amendment to modify the following Articles:

(i) Article III, Section 19, Paragraph (c) as it relates to the time frame allowed for Owners of Units to pay monthly installments of their annual assessments and the amount of the late payment service charge that may be imposed for late payments.

(ii) Article III, Section 15, Paragraph (k) as it relates to the number of units listed that are considered "Grandfathered."

R. 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 by at least 51% of the Percentage Interest of the Unit Owners represented by proxy, as Exhibit "B" attached hereto and incorporated herein by this reference.

NOW, THEREFORE:

1. Article III, Section 19, Paragraph (c), is amended to read as follows:

(c) Notice of Annual Assessments and Time for Payment Thereof. Annual assessments shall be made on a calendar year basis. The 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. Such assessments shall be due and payable in monthly installments on the first day of each and every month of each year. Such assessment shall be due and payable within ten (10) days after written notice of the amount thereof shall have been given to the respective Owner of a Unit. The Committee may impose a late payment service charge of \$25.00 per month for each delinquent monthly assessment. Failure of the Committee to give timely notice of any assessment as provided herein shall not affect the liability of the Owner of a Unit for such assessment, but the date when payment shall become due in such case shall be deferred to a date ten (10) days after such notice shall have been given.

2. Article III; Section 15; Paragraph (k); Subparagraph (11) is amended to remove two of the units previously listed as these units have been conveyed to Qualified Successor Owners.

(11) Grandfathered Units. Anything to the contrary notwithstanding, the foregoing restrictions stated in paragraph five (5) shall not apply to the Units noted below (the "Grandfathered Units"). The Grandfathered Units may continue to be leased without complying with the restrictions stated in paragraph five (5) for so long as the record of title to said Unit remains vested in the name of the respective Owner(s) thereof (the "Grandfathered Owner(s)"). The Term "Grandfathered Owner" shall include a succeeding "Trust" or other "Person" (as defined in Article I of the Declaration) (the "Qualified Successor Owner(s)") in which the Grandfathered Owner or such Owner's spouse, son, daughter, father or mother holds a beneficial interest in such Grandfathered Unit by the Grandfathered Owner of at least fifty percent (50%). Upon conveyance of the Grandfathered Unit by the Grandfathered Owner or Qualified Successor Owner, the said Unit shall immediately become subject to all restrictions set forth above.

Grandfathered Units:

Unit No.  
994 Essex Court Way #2

Homeowner  
Hans Beck



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**<sup>1</sup>

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 1<sup>2</sup>

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 2<sup>3</sup>

**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 194.586 feet, thence S11° 10'05" W 94.312 feet, thence S18° W 42.298 feet; thence N72° W 75.004 feet

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<sup>1</sup>Exhibit 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.

<sup>2</sup>The 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.

<sup>3</sup>The 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.

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 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 3<sup>4</sup>

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:

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<sup>4</sup>The 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.

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.

APPLIES TO ALL PHASES OF SAID CONDOS

EXHIBIT "B"

OF

ESSEX COURT PROJECT

<u>Building</u>	<u>Unit</u>	<u>Par Value (based on points)</u>	<u>Percentage Interest</u>	
1	(937 #1)	a	398.4	1.328%
1	(937 #2)	b	398.4	1.328%
1	(937 #3)	c	398.4	1.328%
1	(937 #4)	d	471.6	1.572%
2	(944 #1)	a	398.4	1.328%
2	(944 #2)	b	398.4	1.328%
2	(944 #3)	c	398.4	1.328%
2	(944 #4)	d	471.6	1.572%
3	(955 #1)	a	398.4	1.328%
3	(955 #2)	b	398.4	1.328%
3	(955 #3)	c	398.4	1.328%
3	(955 #4)	d	471.6	1.572%
4	(955 #8)	a	398.4	1.328%
4	(955 #7)	b	398.4	1.328%
4	(955 #6)	c	398.4	1.328%
4	(955 #5)	d	471.6	1.572%
5	(975 #1)	a	398.4	1.328%
5	(975 #2)	b	398.4	1.328%
5	(975 #3)	c	398.4	1.328%
5	(975 #4)	d	471.6	1.572%
6	(975 #8)	a	398.4	1.328%
6	(975 #7)	b	398.4	1.328%
6	(975 #6)	c	398.4	1.328%
6	(975 #5)	d	471.6	1.572%
7	(985 #4)	a	398.4	1.328%
7	(985 #3)	b	398.4	1.328%
7	(985 #2)	c	398.4	1.328%
7	(985 #1)	d	471.6	1.572%
8	(985 #8)	a	398.4	1.328%
8	(985 #7)	b	398.4	1.328%
8	(985 #6)	c	398.4	1.328%
8	(985 #5)	d	471.6	1.572%



<u>Building</u>	<u>Unit</u>	<u>Par Value (based on points)</u>	<u>Percentage Interest</u>
9	(991 #1)	398.4	1.328%
9	(991 #2)	398.4	1.328%
9	(991 #3)	398.4	1.328%
9	(991 #4)	471.6	1.572%
10	(991 #8)	398.4	1.328%
10	(991 #7)	398.4	1.328%
10	(991 #6)	398.4	1.328%
10	(991 #5)	471.6	1.572%
11	(994 #1)	398.4	1.328%
11	(994 #2)	398.4	1.328%
11	(994 #3)	398.4	1.328%
11	(994 #4)	471.6	1.572%
12	(995 #1)	398.4	1.328%
12	(995 #2)	398.4	1.328%
12	(995 #3)	398.4	1.328%
12	(995 #4)	471.6	1.572%
13	(6980 #1)	398.4	1.328%
13	(6980 #2)	398.4	1.328%
13	(6980 #3)	398.4	1.328%
13	(6980 #4)	471.6	1.572%
14	(6980 #5)	398.4	1.328%
14	(6980 #6)	398.4	1.328%
14	(6980 #7)	398.4	1.328%
14	(6980 #8)	471.6	1.572%
15	(7000 #1)	398.4	1.328%
15	(7000 #2)	398.4	1.328%
15	(7000 #3)	398.4	1.328%
15	(7000 #4)	471.6	1.572%
16	(7000 #8)	398.4	1.328%
16	(7000 #7)	398.4	1.328%
16	(7000 #6)	398.4	1.328%
16	(7000 #7)	471.6	1.572%
17	(7005 #4)	398.4	1.328%
17	(7005 #3)	398.4	1.328%
17	(7005 #2)	398.4	1.328%
17	(7005 #1)	471.6	1.572%
18	(7005 #5)	398.4	1.328%
18	(7005 #6)	398.4	1.328%
18	(7005 #7)	398.4	1.328%
18	(7005 #8)	471.6	1.572%