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WHEN RECORDED RETURN TO: James R. Blakesley 2102 East 3300 South Salt Lake City, Utah 84109 (801) 485-1555 4230599

12/07/95 10:50 AM 171.00

NAMCY WORKMAN

RECORDER, SALT LAKE COUNTY, UTAH

JAMES R BLAKESLEY
REC BYIB GRAY , DEPUTY - WI

AMENDMENT TO DECLARATION OF CONDOMINIUM OF CONDOMINIUM PROJECT

This Amendment to the Essex Court Declaration of Condominium is made and executed this <u>574</u> day of December, 1995, by the Essex Court Condominium Homeowners Association (hereinafter referred to as the "Association").

RECITALS

- A. 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").
- B. <u>First Amendment</u>. 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.
- C. <u>Second Amendment</u>. 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.
- C. 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 351 of the official records of Salt Lake County, Utah.
- D. <u>Fourth Amendment</u>. 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.
- E. <u>Declaration</u>. The Original Declaration and all supplements or amendments thereto are hereinafter referred to collectively as the "Declaration."

- G. Control. The control, operation and management of the Essex Court Condominium Project has been transferred by the original Developer to the Association.
- H. <u>Intent.</u> The Association desires by this amendment to modify Article III, Section 15 as it relates to the leasing of Units in the Project; and
- I. <u>Voting Requirements Satisfied</u>. All of the voting requirements of Article III, Sections 25 and 26 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 Unit Owners in person or represented by proxy, as evidenced by Exhibit "B" attached hereto and incorporated herein by this reference.

NOW, THEREFORE, for the reasons set forth above, and consistent with the terms, covenants and conditions of the Declaration and the Utah Condominium Ownership Act, the Association hereby amends Article III, Section 15 of the Declaration to add the following subsection:

- (k) <u>Leasehold Restrictions</u>. In order to assure a community of congenial owners and thus protect the value of the units, the leasing of a unit by any owner shall be subject to the following restrictions so long as the property shall be owned in accordance with the terms and conditions of this Declaration and the Act:
- (1) Entirety. Units may be rented only in their entirety and no fraction or portion thereof may be rented.
- (2) <u>Hotel</u>. No transient leases may be accommodated therein, all rentals or leases must be for an initial term of no less than six months, and no resort, hotel, corporate, executive, seasonal, time share or rental pool uses are permitted.
- (3) <u>Subject to Project Documents</u>. All leases and lessees shall be subject to the provisions of the Act, Declaration, By-Laws and administrative Rules adopted by the Committee.

2. The effective date of this Amendment to the Declaration shall be the date on which this document is filed for record 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 CONDOMINIUM HOMEOWNERS ASSOCIATION

By Mund Physiladd

By Mueur Social
Secretary

STATE OF UTAH

))ss:

COUNTY OF SALT LAKE)

on the 5th day of December, 1995, personally appeared before me following P. Kim ball and Manguart Rogans who by me being duly sworn, did say that they are the dresident and Secretary of the 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 MANAGEMENT COMMITTEE, and said Committee, and

NOTARY PUBLIC Residing at:

My Commission Expires:

NOTARY PUBLIC Sherrie M. Harding 109 East First South Sait Lake City, Utah 34111 My Commission Expires Navember 1, 1998 STATE OF UTAH

EXHIBIT "A"

LEGAL DESCRIPTION

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

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" F 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* E55.000 feet, thence N18* E 12.563 feet, thence \$54*18' E 59.441 feet, thence N35*42' E 138.00 feet, thence \$66* 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.

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 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 N40*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

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 N65*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.

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September 6, 1995

Dear Homeowner:

Amendment To Essex Court Homeowner's Association Declaration Re:

Recently the Management Committee settled a conflict with a homeowner regarding his failure to comply with the covenants, conditions and restrictions of Homeowner's Association (HOA) Declaration. The basis of the conflict centered around the manner in which the homeowner was renting his unit. The homeowner had elected to lease his unit for transient or hotel purposes which is expressly prohibited by the HOA Declaration.

After the conflict had been resolved, it was recommended by the HOA attorney that Section 15 of the Declaration be modified to require at least the following:

- 1. Units may be rented only in their entirety and no fraction or portion thereof may be rented.
- 2. No transient leases may be accommodated therein, all rentals or leases must be for an initial term of no less than six months and no resort, hotel, corporate, executive, seasonal, time share or rental pool uses are permitted.
- 3. All leases and lessees shall be subject to the provisions of the Act, Declaration, By-Laws, and administrative rules adopted by the Committee.

The Management Committee believes that the above recommendation should be implemented in the covenants, conditions and restrictions of the HOA Declaration. If you are in agreement, please sign, date and return this letter to the Complex Manager, Mr. Rudi Hegewald in the attached envelope by October 10, 1995 or bring this letter with you to the annual meeting.

Sincerely,

The Management Committee

1 (date) 971-1 (Unit)

1,328

September 6, 1995

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Sincerely,

The Management Committee

Homeowner

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1,572

ESSEX COURT HOME OWNERS ASSOCIATION 6955 South 900 East Midvale, Utah 84047

September 6, 1995

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Amendment To Essex Court Homeowner's Association Declaration Re:

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(signature

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The Management Committee

Homeowner:

(signature)

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September 6, 1995

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Sincerely,

The Management Committee

 $\frac{10/3/95}{\text{(date)}} = \frac{99/-5}{\text{(Unit)}}$

1,572

September 6, 1995

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Sincerely,

The Management Committee

Honredy

10-8-15 (Unit)

September 6, 1995

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Sincerely,

The Management Committee

Homeowner:

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Christmen Bar 9-11-95 991 #6

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September 6, 1995

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The Management Committee

Hømeowner:

(signature)

9/18/95

(Unit)

1.328

September 6, 1995

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The Management Committee

Homeowner:

erns D. Elstery 9/22/95 937 (date) (Unit)

September 6, 1995

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The Management Committee

(date) (Unit)

September 6, 1995

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Sincerely,

The Management Committee

Homeowner:

Alle W Zonz

9-19-93 (date)

Afrikalikan Dangala Linda ay ya Mana ang kana na ang kanalay ay ang ang Linda ay ang Kalanday ay ang kanala

944-

1,328

BK7285P62//8

September 6, 1995

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The Management Committee

Homeowner:

Couseif Sept. 18, 1995 955 (date) (Unit)

September 6, 1995

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Homeowner.

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(daya)

(Unit)

1,572

BK 7285 PG 2 / 8 U

September 6, 1995

Dear Homeowner:

Re: Amendment To Essex Court Homeowner's Association Declaration

Recently the Management Committee settled a conflict with a homeowner regarding his failure to comply with the covenants, conditions and restrictions of Homeowner's Association (HOA) Declaration. The basis of the conflict centered around the manner in which the homeowner was renting his unit. The homeowner had elected to lease his unit for transient or hotel purposes which is expressly prohibited by the HOA Declaration.

After the conflict had been resolved, it was recommended by the HOA attorney that Section 15 of the Declaration be modified to require at least the following:

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- 2. No transient leases may be accommodated therein, all rentals or leases must be for an initial term of no less than six months and no resort, hotel, corporate, executive, seasonal, time share or rental pool uses are permitted.
- 3. All leases and lessees shall be subject to the provisions of the Act, Declaration, By-Laws, and administrative rules adopted by the Committee.

The Management Committee believes that the above recommendation should be implemented in the covenants, conditions and restrictions of the HOA Declaration. If you are in agreement, please sign, date and return this letter to the Complex Manager, Mr. Rudi Hegewald in the attached envelope by October 10, 1995 or bring this letter with you to the annual meeting.

Sincerely,

The Management Committee

Homeowner:

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W7285P62781

September 6, 1995

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Sincerely,

The Management Committee

Sama 9-18-95 7000-7 (Unit)

1.328

September 6, 1995

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The Management Committee

Signature) 9/30/95 7005

1.328

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Sincerely,

The Management Committee

9-30-95-6980 # 6 (date) (Unit)

瞅7285P62784

September 6, 1995

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Sincerely,

The Management Committee

Homeowner:

(dat

(Unit)

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September 6, 1995

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Sincerely,

The Management Committee

Homeowner:

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September 6, 1995

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Sincerely,

The Management Committee

Terling 9/30/95 7000 (Unit)

1,728

September 6, 1995

Dear Homeowner:

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The Management Committee

Homeowner: $\underbrace{\text{Eilow Adlen}}_{\text{(signature)}}$ $\underbrace{\text{Qate)}}_{\text{(Unit)}}$ $\underbrace{\text{Qate)}}_{\text{(Unit)}}$

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September 6, 1995

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Sincerely,

The Management Committee

Homeowner:

Kenneth Meines 9-28-95 955 H (signature) (date) (Unit)

1,328

BK7285PG2789

September 6, 1995

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Amendment To Essex Court Homeowner's Association Declaration Re:

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Sincerely,

The Management Committee

Homeowner:

(Signature)

(date)

SEPT 95 TOOK S. ESSEX CIRCLE #4.

(Unit)

September 6, 1995

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Sincerely,

The Management Committee

date)

Wald

(Unit)

1,572

September 6, 1995

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Sincerely,

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The Management Committee

ner:

Stadders 92895 Unit 934-01

(date) (Unit)

September 6, 1995

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Hemeowner:

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Homeowner:

(signature)

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Homeowner:

Udy/ Veaps 9-9-95 955-#5 (Unit)

September 6, 1995

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Jalder Sept 28,1995 955.

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9-8-95 975 FT | (date) (Unit) 1,328 Homeoverus

September 6, 1995

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The Management Committee

Homeowner:

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The Management Committee

vie K. Groves 9/5/95 975-3 (date) (Unit)

1.328

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Dear Homeowner:

Re: Amendment To Essex Court Homeowner's Association Declaration

Recently the Management Committee settled a conflict with a homeowner regarding his failure to comply with the covenants, conditions and restrictions of Homeowner's Association (HOA) Declaration. The basis of the conflict centered around the manner in which the homeowner was renting his unit. The homeowner had elected to lease his unit for transient or hotel purposes which is expressly prohibited by the HOA Declaration.

After the conflict had been resolved, it was recommended by the HOA attorney that Section 15 of the Declaration be modified to require at least the following:

- 1. Units may be rented only in their entirety and no fraction or portion thereof may be rented.
- 2. No transient leases may be accommodated therein, all rentals or leases must be for an initial term of no less than six months and no resort, hotel, corporate, executive, seasonal, time share or rental pool uses are permitted.
- 3. All leases and lessees shall be subject to the provisions of the Act, Declaration, By-Laws, and administrative rules adopted by the Committee.

The Management Committee believes that the above recommendation should be implemented in the covenants, conditions and restrictions of the HOA Declaration. If you are in agreement, please sign, date and return this letter to the Complex Manager, Mr. Rudi Hegewald in the attached envelope by October 10, 1995 or bring this letter with you to the annual meeting.

Sincerely,

The Management Committee

Jacque Scot 18 1995 985-3 (date) (Unit)

September 6, 1995

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1,328

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Hþmeowner:

Signature)

(date)

(Init)

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