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JAN 25 1979  
Recorded 820 m.  
Agent of Western States Title Company  
180.50 Evelyn Thompson  
REF. Evelyn Thompson

FIRST AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OF  
QUAILBROOK EAST  
A CONDOMINIUM PROJECT

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM, containing covenants, conditions and restrictions relating to Quailbrook East, a Condominium Project, is made on the date set forth at the end hereof by Quailbrook Condominium Company, a Utah corporation, as Declarant and Owner of in excess of two-thirds of the undivided interest in the common areas and facilities of the Project, pursuant to the Declaration and the Condominium Ownership Act of the State of Utah.

RECITALS

Declarant is the owner of in excess of two-thirds of the undivided interest in the common areas and facilities of the Project located in Salt Lake County, Utah, upon the following described real property, to-wit:

BEGINNING at a point which is 1064.98 feet North and 1790.31 feet West of the Southeast corner of Section 5, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point being on the South line of College Street and also being the Northwest corner of Lot 34, Brookwood Subdivision and on the arc of a 275 foot radius curve to the right and running thence along said arc Northwesterly 13.06 feet to a point of tangency; thence along said South line North 24°17' West 20.5 feet to a point of tangency with a 525 foot radius curve to the left; thence also Northwesterly along said curve 604.28 feet to a point of tangency; thence South 89°46' West 180.29 feet also along said south line of said College Street more or less to an existing North-South fence line; thence South 0°30' West 163.02 feet more or less to the Southeast corner of J.H. Wright and Pearl Wright property as conveyed in that certain warranty deed recorded April 10, 1946, as Entry No. 1036205 in Book 467 at Page 565 of the Official Records; thence South 87° West 108.90 feet; thence South 5° West 25.08 feet; thence West 19.80 feet to and along the exterior boundaries of the land described in the deeds from Larry G. Barney and Lynda G. Barney, his wife, to Hidden Lake Apartments and Don M. Wright and Joan L. Wright, his wife, to Hidden Lake Apartments each of which was recorded January 15, 1970, in Book 2822 at Pages 243 and 246, respectively, along the following courses; thence North 89°18' West 375.49 feet; thence South 8°45' East 87.61 feet; thence South 78°50' West 127.66 feet; thence North 89°43' West 70.89 feet; thence South 4°54'30" East 110.00 feet; thence South 62°06'39" West 84.38 feet; thence South 72°47'30" West 66.26 feet; thence North 89°43' West 60.00 feet to the East line of 900 East Street; thence along said East line South 4°54'30" East 52.98 feet; thence North 87°26' East 112.80 feet; thence North 55°06' East 71.00 feet; thence North 66° East 94.00

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feet; thence North 57°02' East 126.00 feet; thence North 75°26' East 40.00 feet; thence North 53° East 177.47 feet; thence South 85°35' East 195.30 feet to the West line of the Land described in the deed from Salt Lake City to Pacific Lake Park Development Company, recorded January 15, 1970 in Book 2822 at Page 238 of the Official Records, said point also being on an existing fence line; thence along said West line and along said existing fence line, South 4° West 447.80 feet; and along said existing fence line, South 84° East 427.68 feet, and along said existing fence South 4° East 575.73 feet, more or less, to the center of Big Cottonwood Creek, said center being the North line of the land described in deed from H. C. Reynolds and Ella J. Reynolds, his wife, to Hidden Lake Apartments recorded January 15, 1970 in Book 2822 at Page 245; thence continuing along the center of said creek, North 77°14'10" East 76.38 feet; thence continuing along the center of said creek North 81°15'40" East 313.04 feet to a point South of the Southwest corner of Lot 27, of Brookwood Subdivision; thence North to and along the West line of said Brookwood Subdivision 775.36 feet to a point in the South line of Lot 34, said Brookwood Subdivision; which point is South 151.15 feet and North 89°46'30" East 5.80 feet from the Northwest corner of said Lot 34; thence running South 89°46'30" West 5.80 feet; thence North 151.15 feet to the point of BEGINNING.

EXCEPTING THEREFROM that portion conveyed to Salt Lake County by Warranty Deed recorded August 23, 1977 as Entry No. 2986974 in Book 4537 at Page 1058 of the Official Records, and more particularly described as follows:

Beginning on the East line of 900 East Street at a point which is 935.34 feet more or less North and 3344.26 feet more or less West from the Southeast corner of Section 5, Township 2 South, Range 1 East Salt Lake Base and Meridian; thence South 4°54'30" East along said 900 East Street, 52.98 feet; thence North 87°24' East 20.02 feet; thence North 4°54'30" West 51.98 feet; thence North 89°43' West 20.08 feet to the point of beginning.

The Declaration of Condominium of Quailbrook East, a Condominium Project, was recorded by Quailbrook Condominium Company, on October 30, 1978, in the Office of the Salt Lake County Recorder as Entry No. 3189589, in Book 4762 at Page 1423 and included a record of Survey Map recorded October 30, 1978, in Book 78-10 of Plats, Page 302.

The Declarant desires to amend the Declaration in certain respects.

NOW, THEREFORE, Declarant hereby amends said Declaration as follows:

1. Subparagraph 2(d)(1) is hereby amended to read in its entirety as follows:

(1) The first hereinabove described land;

2. Paragraph 15 is amended by the addition of the following sentence at the end of the first unnumbered subparagraph.

Assessment of common expenses shall commence January 1, 1979, for all units.

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3. Subparagraph 18(f) is hereby amended to read in its entirety as follows:

(f) Notwithstanding anything herein contained to the contrary, insurance coverages must be in such amounts and meet other requirements of the Federal National Mortgage Association.

4. Subparagraph 20(a) is hereby amended to read in its entirety as follows:

(a) The Committee or the Association shall notify such Mortgagee in writing in the event that the Owner of the Condominium Unit encumbered by the Mortgage held by such Mortgagee neglects for a period of thirty (30) or more days to cure any failure on his part to perform any of his obligations under this Declaration.

5. Subparagraph 22(f) is hereby amended to read in its entirety as follows:

(f) The Committee or the Association shall notify such Mortgagee in writing in the event that there occurs any damage or loss to, or taking or anticipated condemnation of: (a) The Common Areas involving an amount in excess of, or reasonably estimated to be in excess of Ten Thousand Dollars (\$10,000.00); or (b) any Unit involving an amount in excess of or reasonably estimated to be in excess of, One Thousand Dollars (\$1,000.00). Said notice shall be given within ten (10) days after the Management Committee or said Association learns of such damage, loss, taking or anticipated condemnation.

6. Subparagraph 37(f)(4)(B) and (C) are hereby amended to read in their entirety as follows:

(B) Type, kind or nature of improvements which may be created on any portion of the Additional Land, except that the common facilities will be comparable to the Phase One facilities on a per Unit basis and will be of a similar quality of construction to Phase One.

(C) Whether any Units created or any portion of the Additional Land will be substantially identical to those within the initial Project except that Units will be of a similar quality of construction as the units in Phase One.

IN WITNESS WHEREOF, the Declarant has executed this First Amendment Declaration this 23<sup>rd</sup> day of January, 1979.

QUAILBROOK CONDOMINIUM COMPANY

ATTEST:

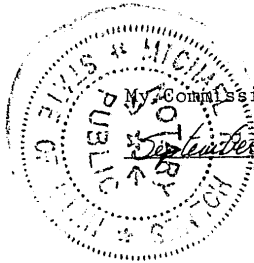
*Kay L. Egbert, Sec.*  
*Sec. Treas.*

By *John O. Martineau*  
Its *Sec. Treas.*

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

On the 23<sup>rd</sup> day of January, 1979, personally appeared before me William O. Martini and Kay Ebert, who being by me duly sworn, did say that they are the Sec. Treasurers and Asst. Sec. Treasurers respectively of Quailbrook Condominium Company and the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and they duly acknowledged to me that said corporation executed the same.



My Commission Expires:

September 29, 1979

William O. Martini  
NOTARY PUBLIC  
Residing at Bountiful Utah

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