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Gary W. Ott
Recorder, Salt Lake County, UT
CALLISTER NEBEKER & MCCULLOUGH
BY: eCASH, DEPUTY - EF 10 P.

**TENTH AMENDMENT TO CONDOMINIUM DECLARATION
FOR MONTE LUCA CONDOMINIUMS**

April 10, 2010

TENTH AMENDMENT TO CONDOMINIUM DECLARATION
FOR MONTE LUCA CONDOMINIUMS

THIS TENTH AMENDMENT TO THE CONDOMINIUM DECLARATION FOR MONTE LUCA CONDOMINIUMS (hereinafter referred to as this "Amendment") is made and executed this 10th day of April, 2010 by the undersigned members of the Board of Trustees or Management Committee of the Monte Luca Homeowners Association, Inc.

WITNESSETH:

WHEREAS, a certain Condominium Declaration for Monte Luca Condominiums was executed on August 7, 2001 and recorded in the office of the County Recorder of Salt Lake County, State of Utah, as Entry No. 7976985, in Book 8490, Pages 849 to 898, as subsequently amended (the "Declaration");

WHEREAS, a certain Record of Survey Map of Monte Luca Project was executed on August 16, 2001 and recorded in the office of the County Recorder of Salt Lake County, State of Utah, as Entry No. 7976984, in Book 2001P, at Page 228, et seq., as subsequently amended and supplemented (the "Map");

WHEREAS, the Declaration and Map created the Monte Luca Condominiums, including Condominium Units 1 – 23 and 25 – 45, together with their respective undivided interests in the common areas and facilities as more particularly described in the Declaration;

WHEREAS, the Monte Luca Condominiums (the "Project") have been developed upon and include the following described land located in Salt Lake County, Utah and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, this Amendment has been approved by the affirmative vote or approval and consent of Owners having ownership of not less than sixty-seven percent (67%) of the undivided interest in the Common Areas and Facilities of the Project.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Declaration is hereby amended as follows:

1. Article XVIII of the Declaration is hereby amended so as to delete said Article XVIII as it presently appears and to substitute therefore the following:

ARTICLE XVIII

INSURANCE

1. Hazard Insurance. The Board of Trustees or Management Committee or the Association shall at all times obtain, maintain, and pay the premiums upon, as a Common Expense, a "master" or "blanket" type policy of property insurance (the "Master Policy") covering (i) all of the Common Areas and Facilities and Limited Common Areas of the Project (except land, foundation, excavation and other items normally excluded from coverage), including, without limitation, all bearing walls, floors, ceilings, and roofs, patios, decks, ceiling equipment, tanks, pumps, pipes, vents, ducts, shafts, flues, chutes, conduits, wires, and other utility installations; (ii) all building service equipment and supplies, and other common personal property belonging to the Association; and (iii) all additions, improvements, alterations, equipment and installations that are attached to and made a permanent part of any building or Unit, including, without limitation, all

walls, floors, ceilings, windows, doors, stairs, beams, banisters, railings, frames, moldings, sashes, jambs and hardware; all wall, ceiling, window and floor coverings; all built-in appliances, cabinets, shelves and electronics; all permanently attached light fixtures, plumbing fixtures, water heaters, water softeners, fans, furnaces and air conditioners; and all permanently affixed utility lines and equipment.

a. The Master Policy shall be in an amount equal to 100% of current replacement cost of the Common Areas and Facilities (exclusive of land, foundation, excavation and other items normally excluded from coverage); all building service equipment and supplies, and other common personal property belonging to the Association; and all additions, improvements, alterations, equipment and installations that are attached to and made a permanent part of any building or Unit within the Project.

b. The Master Policy shall also contain or provide the following: (1) "Inflation Guard Endorsement", if available; and (2) "building Ordinance or Law Endorsement", if the enforcement of any building, zoning, or land use law will result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs. (The endorsement must provide for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction).

c. Each Owner shall promptly provide the Board of Trustees or Management Committee with written notice of any addition, improvement, alteration, equipment or installation that is attached to and made a part of the Owner's Unit that increases the value of the Unit by \$25,000 or more. The notice shall fully describe such addition, improvement, alteration, equipment or installation and provide the cost thereof.

2. Earthquake Insurance. The Board of Trustees or Management Committee or the Association shall at all times obtain, maintain, and pay the premiums upon, as a Common Expense, a "blanket" policy of earthquake insurance covering the Project. Such policy shall provide coverage against loss or damage by earthquake of not less than \$10,000,000. Such policy may be combined with the flood insurance provided in Section 3 below.

3. Flood Insurance. If the Project is or comes to be situated in a locale identified by the Secretary of Housing and Urban Development as an area having special flood hazards and the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, the Board of Trustees or Management Committee or the Association shall at all times obtain, maintain, and pay the premiums upon, as a Common Expense, a "blanket" policy of flood insurance on the Project. The minimum amount of coverage afforded by such policy shall be the lesser of the maximum amount of insurance available under the said Act or the aggregate of the unpaid principal balances of the Mortgages affecting the individual Units. Such policy shall be in the form of the standard policy issued by members of the National Flood Insurers Association or in the form of a policy that meets the criteria established by the Flood Insurance Administration.

a. The name of the insured under each policy required to be maintained by the foregoing Sections 1, 2 and 3 shall be the Association for the use and benefit of the individual Owners. Said Owners shall be designated by name, if required. Notwithstanding the requirement of the two immediately foregoing sentences, each such policy may be issued in the name of an authorized representative of the Association, including any Insurance Trustee with whom the Association has entered into

an Insurance Trust Agreement or any successor to such Trustee, for the use and benefit of the individual Owners. Loss payable shall be in favor of the Association (or Insurance Trustee), as a trustee for each Owner and each such Owner's Mortgagee. Each Owner and each such Owner's Mortgagee, if any, shall be beneficiaries of such policy. Evidence of insurance shall be issued to each Owner and Mortgagee upon request.

b. Each policy required to be maintained by the foregoing Sections 1, 2 and 3 shall contain the standard mortgage clause, or equivalent endorsement (without contribution), commonly accepted by private institutional mortgage investors in the area in which the Project is located. If FNMA or FHLMC is a holder of one or more Mortgages on Units within the Project, such mortgage clause shall name FNMA or FHLMC or FNMA's or FHLMC's servicer of such Mortgages as Mortgagee. If FNMA's or FHLMC's servicer is named as mortgagee in such mortgage clause, such servicer's name shall be followed therein by the phrase "its successors and assigns." In addition, such mortgage clause or another appropriate provision of each such policy shall provide that the policy may not be canceled or substantially modified without at least ten (10) days' prior written notice to the Association and to each Mortgagee which is listed as a scheduled holder of a Mortgage in the policy.

c. Each policy required to be maintained by the foregoing Sections 1, 2 and 3 shall provide, if available, for the following: recognition of any insurance trust agreement; a waiver of the right of subrogation against Owners individually; the insurance is not prejudiced by any act or neglect of individual Owners which is not in the control of such Owners collectively; and the policy is primary in the event the Owner has other insurance covering the same loss.

4. Fidelity Insurance. The Board of Trustees or Management Committee or the Association shall be authorized to maintain in force fidelity coverage against dishonest acts on the part of managers (and employees of managers), trustees, employees, officers, Management Committee members, or volunteers responsible for handling funds belonging to or administered by the Board of Trustees or Management Committee or Association. The fidelity bond or insurance shall name the Association as the obligee or insured and shall be written in an amount sufficient to afford the protection reasonably necessary, but in no event less than one and one-half times (150%) of the Project's estimated annual operating expenses and reserves. An appropriate endorsement to the policy shall be secured to cover persons who serve without compensation if the policy would not otherwise cover volunteers.

5. Liability Insurance. The Board of Trustees or Management Committee or the Association shall at all times maintain in force a comprehensive policy of public liability insurance covering all of the Common Ares and Facilities. Such insurance shall include a "Severability of Interest Endorsement" or its equivalent which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the other Owners, the Board of Trustees, the Management Committee or the Association. The coverage afforded by such public liability insurance shall include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, garage-keeper's liability (if applicable), and such other risks as customarily are covered with respect to Projects similar to the Project in construction, location and use. The limits of liability under such insurance shall not be less than One Million Dollars (\$1,000,000.00) for all claims for personal injury, death and/or property damage arising out of a single occurrence. Liability insurance covering the Association directors and officers against "wrongful acts" as defined in such insurance policies shall also be procured insuring the Association for its

obligation to indemnify the Board of Trustees or Management Committee members for liability arising from service to the Association.

6. Insurance Trustees and General Requirements Concerning Insurance.

a. Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be named as an insured on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance. Each Owner hereby appoints the Association, or any Insurance Trustee or substitute Insurance Trustee designated by the Association, as his or her attorney-in-fact for the purpose of purchasing and maintaining such insurance, including, the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, and the execution of all documents, and the performance of all other acts necessary to accomplish such purpose. The Association, or any Insurance Trustee, shall receive, hold, or otherwise properly dispose of any proceeds of insurance in trust for the use and benefit of the Owners and their Mortgagees, as their interests may appear.

b. Each insurance policy maintained pursuant to the foregoing Sections 1-5 shall be written by an insurance carrier which is licensed to transact business in the State of Utah and which has a "B" general policyholder's rating or a financial performance index of "6" or better in the Best's Key Rating Guide, or an "A" or better rating from Demotech, Inc., or which is written by Lloyd's of London. No such policy shall be maintained where: (1) under the terms of the carrier's charter, bylaws, or policy, contributions may be required from, or assessments may be made against, an Owner, a Mortgagee, the Board or Management Committee, the Association, FNMA, or the designee of FNMA, or FHLMC, or the designee of FHLMC; (2) by the terms of the carrier's charter, bylaws, or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members; or (3) the policy includes any limiting clauses (other than insurance conditions) which could prevent the party entitled (including without limitation the Board, the Association, an Owner, FNMA or FHLMC) from collecting insurance proceeds. The provisions of this Section 6 and of the foregoing Sections 1 - 5 shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Association may deem appropriate from time to time.

c. All insurance policies shall be reviewed at least annually by the Board of Trustees or Management Committee in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the Project which may have been damaged or destroyed. In addition, such policies shall be reviewed to determine their compliance with the provisions of this Declaration.

7. Individual Owner Policies. Each Owner shall be responsible to purchase and maintain in force a condominium unit owner contents policy (Form HO-6 or equivalent) (the "Content Policy") covering everything within the Owner's Unit that is not covered by the "master" or "blanket" type policy of property insurance obtained by the Board of Trustees or Management Committee or the Association, including without

limitation, all personal property owned or used by the Owner therein (including, without limitation, non-built-in appliances, furniture, furnishings, art work, jewelry, collectibles, silver, china, crystal, clothing, televisions and other audio/video equipment, computer equipment, recreational equipment, vehicles, and tools). All claims for damage to an individual Unit or the personal property owned or used by the Owner therein must first be submitted by the Owner on his Content Policy. The Board of Trustees will not be required to file claims on its master policy for any claims or damage that are covered under an Owner's Content Policy.

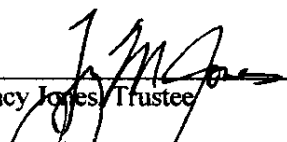
2. The undersigned members of the Board of Trustees or Management Committee hereby certify that this Amendment has been approved by the affirmative vote or approval and consent of Owners having ownership of not less than sixty-seven percent (67%) of the undivided interest in the Common Areas and Facilities of the Monte Luca Condominiums.

3. This Amendment may be executed in one or more counterparts, each of which, when executed and delivered, shall be an original and all of which shall together constitute one and the same instrument.

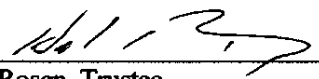
4. Except as otherwise provided herein or as may be required by the context, all terms defined in the Declaration shall have such defined meanings when used in this Amendment.

5. Except as herein modified, all other terms of the Declaration shall remain in full force and effect.


IN WITNESS WHEREOF, the undersigned, constituting all of the members of the Board of Trustees of the Monte Luca Condominiums have set their hands this day and year first above written.




Tracy Jones, Trustee



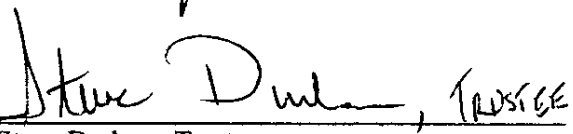
Hal Rosen, Trustee



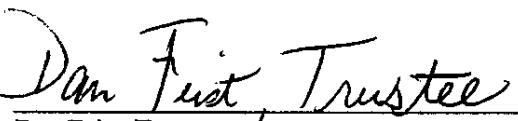
Gary Barrus, Trustee



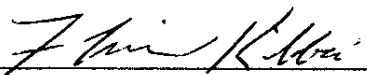
Louise Ideson, Trustee



Steve Durham, Trustee



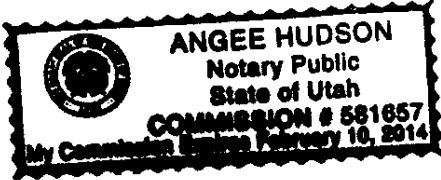
Dan Feist, Trustee



Mike Kibbie, Trustee

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

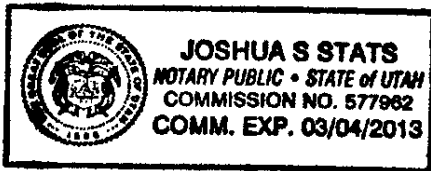
The foregoing instrument was acknowledged before me this 13 day of ^{May} ~~April~~, 2010, by Tracy Jones, a trustee of Monte Luca Homeowners Association, Inc.



Angee Hudson
NOTARY PUBLIC

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

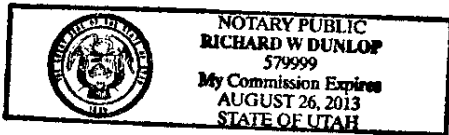
The foregoing instrument was acknowledged before me this 18 day of ^{May} ~~April~~, 2010, by Hal Rosen, a trustee of Monte Luca Homeowners Association, Inc.



Joshua S Stats
NOTARY PUBLIC

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

The foregoing instrument was acknowledged before me this 10th day of April, 2010, by Gary Barrus, a trustee of Monte Luca Homeowners Association, Inc.



Richard W Dunlop
NOTARY PUBLIC

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

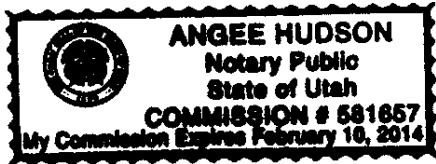
The foregoing instrument was acknowledged before me this 4 day of ^{May} ~~April~~, 2010, by Louise Ideson, a trustee of Monte Luca Homeowners Association, Inc.



Kent C. Griffiths
NOTARY PUBLIC

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

The foregoing instrument was acknowledged before me this 13 day of ^{May}~~April~~, 2010, by Steve Durham, a trustee of Monte Luca Homeowners Association, Inc.



Angee Hudson
NOTARY PUBLIC

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

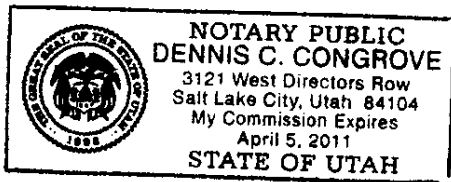
The foregoing instrument was acknowledged before me this 5th day of ^{May}~~April~~, 2010, by Dan Feist, a trustee of Monte Luca Homeowners Association, Inc.



Dan Feist
NOTARY PUBLIC

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

The foregoing instrument was acknowledged before me this 30th day of April, 2010, by Mike Kibbie, a trustee of Monte Luca Homeowners Association, Inc.



Dennis C Congrove
NOTARY PUBLIC

EXHIBIT "A"
LEGAL DESCRIPTION OF LAND INCLUDED IN
MONTE LUCA CONDOMINIUMS

Phase 1

Beginning at a point 390.83 feet East and 1171.939 feet North from the South Quarter Corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 08°23'00" East a distance of 1.868 feet; thence North 31°21'00" East a distance of 191.250 feet; thence North 37°58'00" West a distance of 342.732 feet; thence North 56°57'42" East a distance of 131.149 feet; thence around a curve to the right through a central angle of 01°30'22" an arc distance of 17.086 feet, a chord bearing of South 26°43'30" East a distance of 17.086 feet, a chord bearing of South 26°43'30" East a distance of 17.085 feet; thence around a curve to the left through a central angle of 02°09'24" an arc distance of 24.466 feet, a chord bearing of South 27°03'01" East a distance of 24.465 feet; thence North 57°14'22" East a distance of 113.508 feet; thence North 32°13'08" West a distance of 45.682 feet; thence North 57°46'52" East a distance of 67.717 feet; thence South 21°22'40" East a distance of 45.066 feet; thence South 89°58'39" East a distance of 295.598 feet; thence South 25°59'44" East a distance of 27.825 feet; thence North 89°58'39" West a distance of 16.165 feet; thence South 05°33'16" East a distance of 237.565 feet; thence South 18°25'09" East a distance of 74.815 feet; thence South 71°34'27" West a distance of 244.609 feet; thence South a distance of 87.994 feet; thence West a distance of 100.109 feet; thence South 68°34'00" West a distance of 181.098 feet to the point of beginning.

22-35-404-001

Phase 2

Beginning at a point 1607.31' North and 279.76' East from the South Quarter Corner of Section 35, Township 2 South, Range 1 East, Salt lake Base and Meridian; and running thence North 56°57'42" East a distance of 131.15'; thence around a curve to the left through a central angle of 11°11'19" an arc distance of 126.93' a chord bearing of North 33°04'20" West a distance of 126.73'; thence North 38°40'00" West a distance of 429.25'; thence North 80°36'00" East a distance of 74.76'; thence North 09°24'00" West a distance of 164.09'; thence South 72°02'00" West a distance of 101.92'; thence North 00°04'12" East a distance of 10.44'; thence South 76°27'00" West a distance of 229.94'; thence South 41°16'00" East a distance of 318.97'; thence South 37°58'00" East a distance of 472.27' to the point of beginning.

22-35-404-002

Phase 3

Beginning at a point 1641.72' North and 408.54' East from the South Quarter Corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 57°14'22" East 113.50'; thence North 32°13'08" West 45.68'; thence North 57°46'52" East 67.72 feet; thence north 21°22'40" West 186.78'; thence North 00°36'07" West 47.61'; thence South 83°30'49" West 71.81'; thence North 09°16'41" West 183.44'; thence South 80°34'45" West 73.98 feet; thence North 09°24'00" West 141.53'; thence South 72°02'00" West 83.53'; thence South 09°24'00" East 164.09'; thence South 80°36'00" West 74.76 feet; thence South 38°40'00" East 429.25 feet; thence 144.02 feet along a 650.00 foot radius curve to the right whose chord bears South 32°19'09" East through a central angle of

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12°31'41"; thence 24.52 feet along a 650 foot curve to the left whose chord bears South 27°03'01" East through a central angle of 02°09'24" to the point of beginning.

22-35-404-003

Phase 4

Beginning at a point 1951.82' North and 468.83' East from the South Quarter Corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 85°31'25" East 288.48'; thence South 80°36'00" West 270.55'; thence South 09°16'41" East 183.44'; thence North 83°30'49" East 71.81'; thence South 00°36'07" East 47.61' to the point of beginning.

22-35-404-004

Brow Strip

Beginning at a point being 1267.973 feet North and 30395.732 feet East from the South ¼ Corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian; Running thence N 31° 21' E 76.272 feet, thence N 37°58' W 815.100 feet, thence N 41°16' W 174.617 feet to an existing fence, thence along said fence the following three (3) courses: S 68°10'56" W 34.596 feet, thence S 14°20'26" E 12.154 feet, thence S 83°43'01" 11.862 feet, thence leaving said fence running S 24°52'25" E 58.184 feet, thence S 50°13'51" E 185.668 feet, thence S 40°09'29" E 315.840 feet, thence S 31°41'04" E 470.176 feet to the point of beginning.

22-35-328-009