

RETURNED

MAY 16 1997

When Recorded Mail To:
Scott W. Lee
RANDLE, DEAMER, ZARR & LEE, P.C.
139 E. South Temple, #330
Salt Lake City, Ut 84111-1169

E 1323476 B 2131 P 235
JAMES ASHAUER, DAVIS CNTY RECORDER
1997 MAY 16 10:49 AM FEE 66.00 DEP REC
REC'D FOR DANBURY LANE CONDO ASSOC

NINTH
AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
DANBURY LANE CONDOMINIUM COMMUNITY

The Management Committee of the Danbury Lane Condominium Project, located at 865 North 250 West, City of Bountiful, Davis County, State of Utah and more particularly described as

See Exhibit "A" & "B" attached hereto and incorporated herein by this reference,

pursuant to agreement of 100% of the owners of the units of Danbury Lane Condominium Project and mortgagees holding in excess of 51% of the mortgages related to Danbury Lane Condominium project does hereby amend the Declaration of Condominium of Danbury Lane ("Declaration") as follows:

Exhibit "C" to the Eighth Amendment to Declaration filed with the Davis County Recorder on December 19, 1990 as Entry # 911847, Bk 1387, Page 397 setting forth the interests of each homeowner is modified to equalize the percentage of ownership interests of each homeowner as shown on the the revised Exhibit "C" attached hereto and incoporated herein by reference.

Subparagraph (a) (1) of paragraph 18 of the Declaration is deleted and replaced with the following as subparagraph (a) (1) of paragraph 18:

- 18. Insurance
- (a) Hazard Insurance. The Management Committee or Association of Unit Owners shall at all times maintain in force hazard insurance meeting the following requirements:

03-132-1001 to 1003
03-133-1101 to 1104
03-134-1201 to 1203
03-135-0701, 0702, 0801
0802, 0901 to 0903

Phase #5
#6
#7
#8

Danbury Lane Condo
Phase #1 - 03-124-0101 to 0104, 0301 to 0305
#2 03-125-0201 to 0204, 0501 to 0503
#3 03-128-0601 to 0606
#4 03-131-0401 to 0405

Phase #9
03-140-1301, 1302
1401, 1402, 1501 to
1503
3-021-0126
3-021-0126
3-021-0126

(1) A multi-peril type "master" or "blanket" policy covering the entire Condominium Project, (both Unit and Common Areas and Facilities) shall be maintained. Such policy shall provide coverage against loss or damage by fire and other hazards covered by the standard Extended Coverage Endorsement, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage, and such other risks as customarily are covered with respect to condominium projects similar to the Project in construction, location and use. As a minimum, such policy shall provide coverage on a Replacement Cost basis in an amount not less than that necessary to comply with any coinsurance percentage specified in the policy, but not less than one hundred percent (100%) of the full insurable value (based upon Replacement Cost). Such policy shall include an "Agreed Amount Endorsement" or its equivalent, a "Demolition Endorsement" or its equivalent, and, if necessary or appropriate, an "Increased Cost of Construction Endorsement" or its equivalent, a "Special Condominium Endorsement" or its equivalent, and a "Contingent Liability from Operation of Building Laws Endorsement" or its equivalent.

The Association shall insure each dwelling unit, including, but not limited to, unfinished surfaces, interior doors, standard light fixtures; and the structural portions of the dwelling unit, including exterior glass, against loss or damage as provided under insurance industry Standard Forms, the Extended Coverage Endorsement and/or Broad Form Endorsement currently in use in the State of Utah. The "bare wall" coverages provided under the association insurance package does not include coverage for pad/carpet, interior paint/wall coverings, hardwood flooring, wall decorations or other improvements not a part of the basic unit structure.

Each unit owner shall be responsible for obtaining and maintaining their own personal insurance covering contents (personal property) and any improvements or betterments in their unit and to damage to the finished surfaces to the interior portion of the unit, in an amount to anticipate the value of property not insured per the above paragraph.

Each unit owner shall be responsible for any deductible applicable to an insured loss to their unit.

All other provisions of said Declaration remain as previously stated and as previously amended.

DATED this 5th day of May, 1997.

[Signature]
TOM TATHAM
President of Danbury Lane Condominium
Community Management Committee

[Signature]
Member of Danbury Lane Condominium
Community Management Committee

[Signature]
Member of Danbury Lane Condominium
Community Management Committee

[Signature]

[Signature]

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

On this 5th day of May, 1997, personally appeared before me, TOM TATHAM, Charles S. Center, Sidney S. Smith, Geri Henrich, and Vivian E. Stapley, the signers of the foregoing NINTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF DANBURY LANE CONDOMINIUM COMMUNITY, who duly acknowledged to me that they executed the same.



[Signature]
NOTARY PUBLIC
Residing at: N. Ogden, Utah
My Commission Expires: 9-19-2000

EXHIBIT A

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Beginning on the West line of 200 West Street and the Northeast Corner of Danbury Lane Condominiums, Phase 1 at a point $SO^{\circ}08'06''E$ 506.00 feet from the North east Corner of Lot 3, Block 8, North Hill Creek Plat, Bountiful Townsite Survey, Bountiful, Utah and running thence $SO^{\circ}08'06''E$ 169.30 feet along the West line of said street to the Southeast Corner of said Phase 1, and running thence $N87^{\circ}59'58''W$ 182.20 feet, thence $N83^{\circ}24'25''W$ 44.25 feet, thence $S89^{\circ}46'54''W$ 116.00 feet, thence $NO^{\circ}13'06''W$ 11.96 feet,* thence $N33^{\circ}13'59''W$ 44.94 feet, thence $N1^{\circ}10'34''W$ 31.12 feet, thence $N3^{\circ}53'34''E$ 66.44 feet, thence $N8^{\circ}54'44''E$ 65.03 feet, thence $N7^{\circ}51'13''W$ 71.78 feet, thence $NO^{\circ}25'06''E$ 118.00 feet to the Northwest Corner of Danbury Lane Condominiums, Phase 6, thence $S89^{\circ}34'54''E$ 120.95 feet, thence $NO^{\circ}08'06''W$ 14.63 feet to a Northerly Corner of Danbury Lane Condominiums Phase 5, thence $N89^{\circ}25'22''E$ 126.18 feet, thence $S89^{\circ}34'54''E$ 33.81 feet to the Northeast of Danbury Lane Condominium Complex, thence $SO^{\circ}08'06''E$ 104.84 feet, thence, $N89^{\circ}58'05''E$ 18.99 feet, thence $SO^{\circ}12'30''E$ 153.14 feet, thence $N89^{\circ}34'54''W$ 29.20 feet, thence $SO^{\circ}08'06''E$ 117.00 feet, thence $N89^{\circ}46'54''E$ 180.00 feet to point of beginning, containing 3.9964 acres.

feet
 **N $89^{\circ}46'54''W$ 90%, Thence N $0^{\circ}13'06''W$ 146.63 Feet,

Phase #9

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EXHIBIT "B"

Beginning at the Southeast Corner of Lot 11, Holmes Park Subdivision, a subdivision of part of Block 8, North Hillcreek Plat, Bountiful Townsite Survey, Bountiful, Utah which point is N89°34'54"W 432.98 feet and S0°13'06"E 781.16 feet from the Northeast corner of Lot 3, Block 8, North Hillcreek; and running thence N 0°13'06"W 130.11 feet along the East boundary of said subdivision to the South boundary of Danbury Lane Condominiums Phase 4, thence N89°46'54"E 90.00 feet, thence S0°13'06"E 11.96 feet to the Southwest corner of Danbury Lane Condominium Phase 1, thence N89°46'54"E 116.00 feet to the Southwest corner of Danbury Lane Condominiums Phase 2, thence S83°24'25"E 44.24 feet, thence S1°06'W 121.75 feet, thence N88°10'24"W 247.29 feet to the point of beginning, containing 0.7216 acres.

Revised

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EXHIBIT C

(Phases 1, 2, 3, 4, 5, 6, 7, 8 and 9)

<u>Unit #</u>	<u>Type of Unit</u>	<u>Square Footage of Unit</u>	<u>Appurtenant % of Ownership in Ownership Areas and Facilities</u>
<u>Bldg. #1</u>			
101	C	1,085	2.381
102	B	1,387	2.381
103	B	1,387	2.381
104	C	1,085	2.381
<u>Bldg. #2</u>			
201	C	1,085	2.381
202	B	1,387	2.381
203	B	1,387	2.381
204	C	1,085	2.381
<u>Bldg. #3</u>			
301	C	1,085	2.381
302	B	1,387	2.381
303	B	1,387	2.381
304	C	1,085	2.381
<u>Bldg. #4</u>			
401	C	1,085	2.381
402	A	1,051	2.380
403	B	1,387	2.381
404	C	1,085	2.381

EXHIBIT C
(Continued)

<u>Unit #</u>	<u>Type of Unit</u>	<u>Square Footage of Unit</u>	<u>Appurtenant % of Ownership in Ownership Areas and Facilities</u>
<u>Bldg. #5</u>			
501	C	1,085	2.381
502	C	1,085	2.381
<u>Bldg. #6</u>			
601	C	1,085	2.381
602	B	1,387	2.381
603	B	1,387	2.381
604	B	1,387	2.381
605	C	1,085	2.381
<u>Bldg. #7</u>			
701	C	1,085	2.381
702	C	1,085	2.381
<u>Bldg. #8</u>			
801	E	1,228	2.381
802	E	1,228	2.381
<u>Bldg. #9</u>			
901	D	1,208	2.381
902	D	1,208	2.381
<u>Bldg. #10</u>			
1001	C	1,151	2.381
1002	C	1,151	2.381

EXHIBIT C
(Continued)

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<u>Unit #</u>	<u>Type of Unit</u>	<u>Square Footage of Unit</u>	<u>Appurtenant % of Ownership in Ownership Areas and Facilities</u>
<u>Bldg. #11</u>			
1101	A	1,069	2.380
1102	B	1,401	2.381
1103	C	1,151	2.381
<u>Bldg. #12</u>			
1201	C	1,151	2.381
1202	C	1,151	2.381
<u>Bldg. #13</u>			
1301	B	1,401	2.381
1302	B	1,435	2.381
<u>Bldg. #14</u>			
1401	F	1,574	2.381
1402	F	1,540	2.381
<u>Bldg. #15</u>			
1501	B	1,435	2.381
1502	B	<u>1,401</u>	<u>2.381</u>
		51,994	100.00