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AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
BLOOMINGTON TOWNHOUSE ASSOCIATION

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDI-
TIONS, AND RESTRICTIONS, hereinafter called "Amendment to Declara-
tion of Covenants," made and executed in Salt Lake County, State of
Utah, this 6th day of August, 1971 by TERRACOR, a Utah Corporation,
hereinafter called "Declarant."

WITNESSETH:

WHEREAS, Terracor as owner of that certain property situated
in Washington County, State of Utah, more particularly described as
Block 1, Bloomington Country Club Subdivision No. 3, according to
the official plat map thereof as recorded in the office of the County
Recorder, Washington County, State of Utah, did on the 25th day of
February, 1971 record that "Declaration of Covenants, Conditions and
Restrictions; Bloomington Townhouse Association," hereinafter referred
to as the "Declaration of Covenants," wherein and whereby said
Terracor did declare that it would convey all of said property subject
to certain protective covenants, conditions, restrictions, reservations,
liens and charges contained and described in said Declaration of
Covenants; and,

WHEREAS, Section 14 of Article X of said Declaration of
Covenants provides that Terracor as declarant of said Declaration of
Covenants may amend said Declaration of Covenants at any time within
three (3) years from the date of recording of said Declaration of
Covenants without approval of lot owners; and,

WHEREAS, Terracor now desires to correct certain errors in
said Declaration of Covenants and to reaffirm its previously declared
intent that all of the property described in said Declaration of Covenants

Entry No. 146126 Recorded at request of Scurr-Messenger
Date Sept. 15, 1971 at 3:30 P.M. Book 109 Page 229 Fee \$8.00
Scurr Washington County Recorder, By Deputy

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and in this Amendment to Declaration of Covenants be conveyed subject to the protective covenants, conditions, restrictions, reservations, liens and charges set forth in both the said Declaration of Covenants and the said Amendment to Declaration of Covenants; and,

WHEREAS, Terracor, by Warranty Deed dated the 27th day of May, 1971, conveyed all of its interest in said Block 1, Bloomington Country Club No. 1 to Scurr-Messenger and Associates, Inc., a Colorado corporation as part of a joint-venture agreement between Terracor and Scurr-Messenger and Associates, Inc.; and,

WHEREAS, Scurr-Messenger and Associates, Inc. is also desirous of affirming and declaring its intent that all of the property described in said Declaration of Covenants and in this Amendment to Declaration of Covenants be conveyed subject to the protective covenants, conditions, restrictions, reservations, liens and charges set forth in both the said Declaration of Covenants and the said Amendment to Declaration of Covenants.

NOW, THEREFORE, Terracor and Scurr-Messenger and Associates, Inc. do hereby declare that all of the property described as Block 1, Bloomington Country Club No. 3, according to the official plat thereof as recorded in the office of the County Recorder, Washington County, State of Utah, shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions which are contained and described in the Declaration of Covenants and this Amendment to Declaration of Covenants, which shall be construed as covenants of equitable servitude, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

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1. The title of the "Declaration of Covenants, Conditions and Restrictions, Bloomington Townhouse Association" is hereby amended to read as follows:

"DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, BLOCK 1, BLOOMINGTON COUNTRY CLUB SUBDIVISION NO. 3."

2. The first Recital Clause in said Declaration of Covenants is hereby amended to read as follows:

"WHEREAS, Declarant is the owner of certain property in the County of Washington, State of Utah, which is more particularly described as Block 1, Bloomington Country Club Subdivision No. 3, according to the official plat thereof as recorded with the office of the County Recorder, County of Washington, State of Utah."

3. Article I, Section 1 of said Declaration of Covenants is hereby amended to read as follows:

"'Association' shall mean and refer to: BLOOMINGTON HOMEOWNERS ASSOCIATION, its successors and assigns."

4. Article I, Section 3 of said Declaration of Covenants is hereby amended to read as follows:

"Block No. 1, Bloomington Country Club Subdivision No. 3, according to the official plat thereof as recorded with the office of the County Recorder, County of Washington, State of Utah, but excepting therefrom those lots identified as Numbers 914 through 3387 inclusive according to the official plat thereof as recorded with the office of the County Recorder, County of Washington, State of Utah."

5. Article II of said Declaration of Covenants is hereby amended to read as follows:

"Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership."

6. Article V, Section 4 of said Declaration of Covenants shall be amended to read as follows:

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"Delegation of Use. Any member may designate, in accordance with these covenants together with all amendments thereto, his right or enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property."

7. Except as herein provided, no other changes shall be made in said Declaration of Covenants as originally filed, nor shall any of the duties or obligations created in said Declaration of Covenants be altered in any respect whatsoever.

8. Terracor does, with the execution of this Amendment to Declaration of Covenants, reaffirm its previously declared intent that all of the property described in said Declaration of Covenants and in this Amendment to Declaration of Covenants be conveyed subject to the protective covenants, conditions, restrictions, reservations, liens and charges set forth in both the said Declaration of Covenants and the said Amendment to Declaration of Covenants.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 6th day of August, 1971.

TERRACOR, a Utah Corporation

By: Frank Johnson
Its: President

ATTEST:



H. Keller
Assistant Secretary

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

On the 6th day of August, 1971, personally
appeared before me Franklin D. Johnson, who being by
me duly sworn, did say that he is the President of
TERRACOR, and that said instrument was signed in behalf of said
corporation by authority of a resolution of its Board of Directors, and
said Franklin D. Johnson acknowledged to me that said
corporation executed the same.

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Richard D. Thoms
Notary Public



Residing at: Salt Lake City, UT

My Commission Expires:
March 17, 1973

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SCURR-MESSENGER AND ASSOCIATES, INC., a Colorado Corporation, being the present record owner of that certain property situated in Washington County, State of Utah, which is more particularly described as Block 1, Bloomington Country Club Subdivision No. 3, according to the official plat thereof as recorded in the office of the County Recorder, Washington County, State of Utah, does hereby declare that all of the property described above shall be held, sold and conveyed subject to the protective covenants, conditions, restrictions, reservations, liens and charges, set forth in both the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, BLOOMINGTON TOWNHOUSE ASSOCIATION, made and executed the 14th day of October, 1970, by Terracor, a Utah Corporation, as declarant, and this AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, BLOOMINGTON TOWNHOUSE ASSOCIATION, made and executed this 6th day of August, 1971, and said Scurr-Messenger and Associates, Inc., does hereby further declare that said protective covenants, conditions, restrictions, reservations, liens and charges are for the purpose of protecting the value and desirability of the aforementioned property, and shall be construed as covenants of equitable servitude which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 6th day of August 1971.



SCURR-MESSENGER AND ASSOCIATES, INC.
A Colorado Corporation

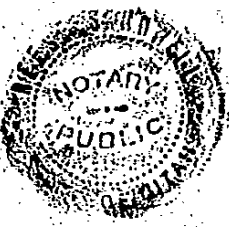
By: [Signature]
Its, President

[Signature]

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

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On the 12th day of August, 1971, personally
appeared before me HARRY A. SCURR, who being by
me duly sworn, did say that he is the President of
SCURR-MESSENGER AND ASSOCIATES, INC., and that said instrument
was signed in behalf of said corporation by authority of a resolution of
its Board of Directors, and said HARRY A. SCURR acknowledged
to me that said corporation executed the same.



Harry A. Scurr
Notary Public

Residing at: Salt Lake City, Utah

My Commission Expires:
January 13, 1975