

15.40

Recorded DEC 26 1973 at 4:37 P.M.
 Request of Sheldon Arts
 Fee Paid JEROME MARTIN
 Recorder, Salt Lake County, Utah
 \$ 15.90 By [Signature] Deputy
 Ref. _____

2590397

FIRST AMENDMENT TO THE
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF MONTE CRISTO
A CONDOMINIUM PROJECT

THIS FIRST AMENDMENT is made by ARTISTIC HOMES CORPORATION, a Utah corporation, and the other signatories, to the Declaration of Covenants, Conditions and Restrictions of Monte Cristo, a Condominium Project, and Artistic Homes Corporation is referred to both in this First Amendment and in said Declaration as the "DECLARANT", as follows:

W I T N E S S E T H:

WHEREAS, the Declarant was and is the owner of certain real property situated in Salt Lake County, State of Utah, all of which was submitted to the provisions of the Utah Condominium Ownership Act but only a smaller portion having been described in the Record of Survey Map covering Phase I and some of the condominium units having been sold, and

WHEREAS, the Declarant previously recorded its Declaration of Covenants, Conditions and Restrictions of Monte Cristo, a Condominium Project, recorded in the office of the County Recorder of Salt Lake County, Utah, on August 7, 1973, as Entry No. 2559806, in Book 3389, at pages 144-182, including the By-Laws, a Record of Survey Map covering Phase I and an Exhibit "B" stating the initial percentage of ownership of the Common Areas and Facilities, and

WHEREAS, questions have arisen respecting the ownership of the Common Areas and Facilities, the future development of the Condominium Project and other matters,

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NOW THEREFORE, the Declarant and the other signatories do hereby make the following First Amendment to said Declaration:

1. The real property previously submitted to the provisions of the Utah Condominium Ownership Act in the Declaration is situated in the County of Salt Lake, State of Utah, and is particularly described as follows:

Beginning at a point South 0° 07' 45" West 539.55 feet and West 313.8 feet from the Northeast corner of Section 21, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 0° 07' 45" West 470.25 feet; thence West 877.5 feet; thence North 0° 29' 15" East 235.13 feet; thence East 282.5 feet; thence North 235.13 feet; thence East 594.06 feet, more or less, to the point of beginning.

Together with a right-of-way for ingress and egress described as follows: Commencing 849.8 feet South and 33 feet West of said Northeast corner of Section 21, and running thence South 66 feet; thence West 280.8 feet, more or less, to the East line of above described property; thence North along said East line 66 feet; thence East 280.8 feet to the place of commencement.

2. There is hereby withdrawn from the provisions of the Utah Condominium Ownership Act all portions of the above described real property which are not included within Phase I, the land situated within Phase I being particularly described as follows:

Beginning at a point which is South 0° 07' 45" West 539.55 feet and West 313.80 feet from the Northeast corner of Section 21, Township 2 South, Range 1 East, Salt Lake Base and Meridian, running thence South 0° 07' 45" West 470.25 feet; thence West 349.0 feet; thence North 222.16 feet; thence East 111.50 feet; thence North 248.09 feet; thence East 238.56 feet to the point of beginning. Contains 3.14 acres. Together with a 66.0 foot ingress and egress right-of-way located at the intersection of 6320 South and 2000 East Street running west, also being at a point which is South 0° 07' 45" West 849.80 feet and West 33.0 feet from the Northeast corner of Section 21, Township 2 South, Range 1 East, Salt

Lake Base and Meridian, running thence South
0° 07' 45" West 66.0 feet; thence West 280.80
feet; thence North 0° 07' 45" East 66.0 feet;
thence East 280.80 feet to the point of beginning.

3. It is hereby acknowledged, agreed and understood by all parties that the initial percentages of ownership of the Common Areas and Facilities as expressed in Exhibit "B", attached to the Declaration, pertain and apply only to Phase I and the land particularly described and included within Phase I and the purchasers and owners of condominium units presently have no ownership in the remainder of the land described in paragraph 1. above. However, as each additional phase of the Condominium Project is constructed and a Record of Survey Map and Amended Exhibit "B" and other documents are recorded the percentages of ownership interest set forth in the most recent Amended Exhibit "B" with respect to all units within the project shall extend and apply to such Common Areas and Facilities and to such parcels of land as are described within and covered by all maps theretofore recorded in connection with previously recorded phases. In recomputing the percentages of ownership as each phase is recorded, the proportionate share of the separate owners of the respective units of the Common Areas and Facilities will be based on the proportionate value that each unit bears to the total value of all of the units in the recorded phases, being the method stated in Article VII of the Declaration. This amendment shall not affect any interest that any of the parties may have in the remainder of said real property by virtue of any other transaction or interest such as a mortgage or trust deed describing said real property by metes and bounds.

4. Each phase of the project shall have access to and across every other phase for ingress and egress and the remainder

of the land described in paragraph 1. shall have the same right of access whether or not the remainder is included within one of the phases. These rights of access shall not be extinguished by foreclosure.

5. Although the Declarant has the right and power to add other phases to the project and record additional maps, he is under no obligation or duty to do so.

6. The Declarant has the right to expand the project within any of the land described in paragraph 1. and also into the adjacent land set apart as the apartment house project.

7. It is the intent of the Declarant as each phase is developed and a map recorded to submit the parcel of land described therein to the provisions of the Utah Condominium Ownership Act. However, no such map for an additional phase shall be recorded after August 7, 1988.

8. In the event of the invalidity of the phasing provisions, each phase shall be a separate project in accordance with its particular map and the Declaration and each unit in all phases shall have a right of access to and across all other phases and shall have the right to use and enjoy all of the Common Areas and Facilities of all phases and shall pay a proportionate share of the common expenses equal to its percentage of ownership of the Common Areas and Facilities.

9. The Unit Owners shall not have the right to amend the Declaration or the maps with respect to phasing without the written consent of the Declarant.

10. In the event this amendment is in conflict with the Declaration, the provisions of the amendment shall control.

IN WITNESS WHEREOF, the Declarant and the other signatories have hereunto set their hands this 24th day of December, 1973.

ARTISTIC HOMES CORPORATION, DECLARANT

By: *Gary M. Nagle*
Gary M. Nagle, President and
Units Owner

Unit No. A-1
Signatures
Brett F. Paulsen
Brett F. Paulsen
Kathy B. Paulsen
Kathy B. Paulsen,
his wife

Unit No. B-8
Signatures
Robert C. Stewart
Robert C. Stewart
Alice E. Stewart
Alice E. Stewart,
his wife

Unit No. A-2
Jerroll R. Johnston
Jerroll R. Johnston
Betty Lou Johnston
Betty Lou Johnston,
his wife

Unit No. B-10
Charles C. Quinn
Charles C. Quinn
Mildred J. Quinn
Mildred J. Quinn,
his wife

Unit No. A-3
George J. Hayward
George J. Hayward
Joyce E. Hayward
Joyce E. Hayward,
his wife

Unit No. B-13
Von B. Stewart
Von B. Stewart
Charlene M. Stewart
Charlene Stewart,
his wife

Unit No. A-4
Scott R. Warner
Scott R. Warner
Ruth Warner
Ruth Warner,
his wife

Unit No. F-14
C. E. Harris
C. E. Harris
Helen R. Harris
Helen R. Harris,
his wife

Unit No. A-7
Leonard A. Jackson
Leonard A. Jackson
Elaine L. Jackson
Elaine L. Jackson,
his wife

Unit No. F-16
Lee Dearden
Lee Dearden
Zelma Dearden
Zelma Dearden,
his wife

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Unit No.
F-17

Signatures

Harry H. Sher
Harry H. Sher

Marion S. Sher
Marion S. Sher,
his wife

Unit No.
G-19

F. J. Newman
F. J. Newman

Lorraine Newman
Lorraine Newman,
his wife

Unit No.
G-21

Edward L. Balfe
Edward L. Balfe

Valerie M. Balfe
Valerie M. Balfe,
his wife

PRUDENTIAL FEDERAL SAVINGS
AND LOAN ASSOCIATION

By: H. M. Carl
Executive Vice President

ATTEST:

John Burton Anderson

Unit No.
A-5

Peter J. Reveen
Peter J. Reveen

Coral E. Reveen
Coral E. Reveen,
his wife

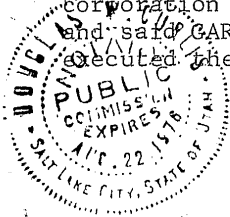
ZIONS FIRST NATIONAL BANK,
NATIONAL ASSOCIATION

By: Harold S. Lutz

ATTEST:

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 24th day of December, 1973, personally appeared before me GARY M. NAGLE, who being by me duly sworn did say that he is the president of ARTISTIC HOMES CORPORATION and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said GARY M. NAGLE acknowledged to me that said corporation executed the same, both as the Declarant and Units Owner.



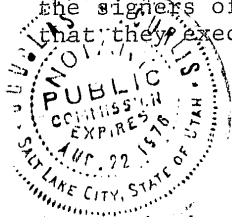
Douglas M. Cowlin
Notary Public
Residing in Salt Lake City, Utah

My Commission Expires:

Aug. 22, 1976

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 24th day of December, 1973, personally appeared before me Brett F. Paulsen and Kathy B. Paulsen, his wife; Jerroll R. Johnston and Betty Lou Johnston, his wife; George J. Hayward and Joyce E. Hayward, his wife; Scott R. Warner and Ruth Warner, his wife; Leonard A. Jackson and Elaine L. Jackson, his wife; Robert C. Stewart and Alice E. Stewart, his wife; Charles C. Quinn and Mildred J. Quinn, his wife; Von B. Stewart and Charlene Stewart, his wife; C. E. Harris and Helen R. Harris, his wife; Lee Dearden and L. Zelma Dearden, his wife; Harry H. Sher and Marion S. Sher, his wife; F. J. Newman and Lorraine Newman, his wife; Edward L. Balfe and Valerie M. Balfe, his wife; and Peter J. Reveen and Carol E. Reveen, his wife; the signers of the above instrument, who duly acknowledged to me that they executed the same.



Douglas M. Cowlin
Notary Public
Residing in Salt Lake City, Utah

My Commission Expires:

August 22, 1976

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the _____ day of _____, 197____,
personally appeared before me _____

the signers of the above instrument, who duly acknowledged to me
that they executed the same.

Notary Public
Residing in _____

My Commission Expires:

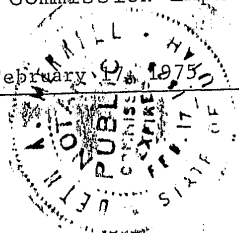
STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 26th day of December, 1973,
personally appeared before me H. M. Calvert and
John Burton Anderson, who being by me duly sworn did say,
each for himself, that he, the said H. M. Calvert is the
Executive Vice President, and he, the said John Burton Anderson is
the Secretary of PRUDENTIAL FEDERAL SAVINGS AND LOAN
ASSOCIATION and that the within and foregoing instrument was signed
in behalf of said corporation by authority of a resolution of its
board of directors and said H. M. Calvert and
John Burton Anderson each duly acknowledged to me that said
corporation executed the same and that the seal affixed is the seal
of said corporation.

Beth A. Merrill
Notary Public
Residing in Farlington, Utah

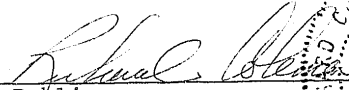
My Commission Expires:

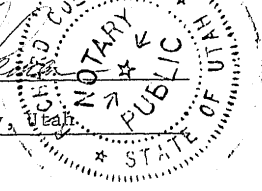
February 17, 1975



STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 26th day of December, 1973,
personally appeared before me WAYNE S. HINTZE ~~XXXX~~
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~, who being by me duly sworn did say,
~~XXXX~~ for himself, that he, the said WAYNE S. HINTZE
is the VICE PRESIDENT, ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ of ZIONS FIRST
NATIONAL BANK, NATIONAL ASSOCIATION, and that the within and fore-
going instrument was signed in behalf of said corporation by
authority of a resolution of its board of directors and said
WAYNE S. HINTZE ~~XXXX~~ ~~XXXX~~
duly acknowledged to me that said corporation executed the same
and that the seal affixed is the seal of said corporation.


Notary Public
Residing in Salt Lake City, Utah



My Commission Expires:
May 2, 1977

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