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KATIE L. DIXON

THIRD AMENDMENT TO THE CONDOMINIUM DECLARATION FOR FOOTHILL GARDENS
A Utah Condominium Project
RECORDER, SALT LAKE COUNTY, UTAH
FOOTHILLS GARDENS
P.O. BOX 59985 SLC, UT 84158-0985
REC BY: DIANE KILPACK, DEPUTY

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This Third Amendment to the Condominium Declaration for Foothill Gardens (hereinafter "Third Amendment") is made and executed by Foothill Gardens Owners Association, Inc., A Utah Nonprofit Corporation. This Third Amendment amends the Condominium Declaration for Foothill Gardens which was filed for record by the Salt Lake County Recorder as Entry Number 3286652 in Book 4870, at pages 746 through 801 (hereinafter "Declaration") and also the First Amendment to the Condominium Declaration for Foothill Gardens which was filed for record by the Salt Lake County Recorder as Entry Number 3725664 in Book 5417, at pages 136 through 141 (hereinafter "First Amendment") and also the Second Amendment to the Condominium Declaration for Foothill Gardens which was filed for record by the Salt Lake County Recorder as Entry Number 5090910 in Book 6332, at pages 1820 through 1822 (hereinafter "Second Amendment"). This Third Amendment affects the following real property located in Salt Lake County, Utah:

All Units, Buildings 1 through 7, FOOTHILL GARDENS, a Utah Condominium Project, according to the record of survey map filed for record as Entry Number 3286653 in Book 79-5 of Plats a page 206, together with the appurtenant undivided ownership interest in the common areas and facilities, all of which is defined and described in the Condominium Declaration for Foothill Gardens, filed for record as Entry Number 3286652 in Book 4870, at pages 746 through 801 of official records and as amended by the First Amendment to the Condominium Declaration for Foothill Gardens filed for record as Entry Number 3725664 in Book 5417, at pages 136 through 141 of official records and as amended by the Second Amendment to the Condominium Declaration for Foothill Gardens, filed for record as Entry Number 5090910 in Book 6332, at pages 1820 through 1822 of official records.

Foothill Gardens Owners Association, Inc. is the membership association described in the Declaration. Said nonprofit Corporation is owned in total by the owners of the individual condominium units comprising Foothill Gardens Condominiums. Foothill Gardens Owners Association, Inc. is the successor to all previous Declarants, and as such successor, it makes and executes this Third Amendment in the capacity of the Declarant with the consent of more than two-thirds of the condominium ownership pursuant to the Declaration.

1. The words "except furnaces in individual Condominium Units," shall be inserted after the word - "furnaces," - which is the forty-eighth (48th) word in the second (2nd) paragraph of ARTICLE II, Paragraph 2, section (n) at page 4 of the Declaration. Said second (2nd) paragraph shall now read as follows:

All foundations, columns, girders, beams, supports, mainwalls, roofs, halls, corridors, stairs, stairways, building storage room, building maintenance room, tool room, recreation room, mail room, office, incinerator room, laundry facility and related equipment, heating and mechanical equipment room, boilers and related equipment, sewer fixtures and equipment, electrical equipment, furnaces, except furnaces in

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individual Condominium Units, air conditioning equipment, whether or not located within a Unit, elevators, yards, gardens, fences, service and parking areas and in general all other apparatus, installations and other parts of the Property necessary or convenient to the existence, maintenance and safety of the foregoing or normally in common use;

2. The words "except furnaces in individual Condominium Units;" shall be inserted after the word - "building" - which is the sixty-fifth (65th) word in section (o) of ARTICLE II, Paragraph 2 at page 4 of the Declaration. Said paragraph shall now read as follows:

The words "Common Expenses" shall mean and refer to: all expenses of administration, maintenance, repair or replacement of the Common Areas and Facilities including an adequate reserve fund for maintenance, repair and replacement of those Common Areas and Facilities that must be replaced on a periodic basis; all expenses of operating, maintaining and replacing the boilers and other mechanical equipment related to heating the building, except furnaces in individual Condominium Units; all charges for utilities furnished to the Common Areas and Facilities including but not limited to electricity, gas, sewer charges, water charges, and the like; those charges for utilities furnished to the Units which are to be treated as common expenses as provided in Article V (b), all items, things and sums described in the Act which are lawfully assessed against the Unit Owners in accordance with the provisions of the Act, this Declaration, the Bylaws, and such rules and regulations pertaining to the Condominium Project as the Association of Unit Owners or the Management Committee may from time to time adopt; and such other expenses incurred pursuant to agreements lawfully made and/or entered into by the Management Committee.

3. The word "for" shall be inserted after the word - "Gas" - which is the first (1st) word in the sixth (6th) sentence of Section (b) of ARTICLE V at page 6 of the Declaration. The word "are", which is the tenth (10th) word of said sixth (6th) sentence in said Section (b) of ARTICLE V at page 6 of the Declaration shall be deleted and the word "is" shall be inserted in its place. Section (b) shall now read as follows:

(b) Description of Improvements. The project has been constructed in accordance with the information contained in the Map. The residential buildings are of wood frame and brick veneer construction. The buildings contain a total of one hundred twenty six units, consisting of twenty eight (28) three bedroom units, seventy (70) two bedroom units, and twenty eight (28) one bedroom units. Electricity is separately metered to each Unit. Each Unit is equipped with carpet, drapes, range, oven, refrigerator, disposal and dishwasher and smoke alarm system, as well as a fireplace and patio or balcony. Gas for heating and air conditioning and hot water heating is provided for each Unit and will be treated as common expenses. Water,

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sewage, and garbage disposal will not be separately billed or metered and will be paid as common expenses. Also included in the Project are a swimming pool and recreation building with a small office, two saunas, exercise room and a sauna pool. The Project will be subject to the easements which are reserved through the Project and as may be required for Utility Services.

4. The words "except furnaces in individual Condominium Units," shall be inserted after the word - "furnaces" - which is the thirty-eighth (38th) word in the third (3rd) paragraph of Section (d) of ARTICLE V at page 7 of the Declaration. Said paragraph shall now read as follows:

driveways, parking areas, lawns, patios, shrubs, trees, entrance ways, halls, stairways, and service areas including clothes laundering facilities, recreation building, swimming pool, heating and mechanical equipment room, and all related heating and mechanical equipment and controls; furnaces, except furnaces in individual Condominium Units, air conditioning equipment, ducts and controls, whether located within a Unit or not; sewer lines; electrical equipment and lines;

5. The words "the furnace in the Unit and" shall be inserted after the word - "of" - which is the twenty-sixth (26th) word in the third (3rd) sentence of Section (a) of ARTICLE XXII at page 29 of the Declaration. Said word is approximately in the middle of said Section (a). Said Section (a) shall now read as follows:

(a) Each Owner of a Unit at his own expense shall keep the interior of such Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating and painting which may at any time be necessary to maintain the good appearance of such Unit. Except to the extent that the Management Committee on behalf of all Unit Owners is protected by insurance against such injury, the Unit Owner shall repair all injury or damages to the Unit, building or buildings caused by the act, negligence or carelessness of the Unit Owner or that of any tenant or subtenant or any member of the Unit Owner's family or of the family of any tenant or subtenant or any agent, employee or guest of the Owner or his tenant or subtenant and all such repairs, redecorating and painting shall be of a quality and kind equal to the original work. In addition to decorating and keeping the interior of the Unit in good repair, the Unit Owner shall be responsible for the maintenance or replacement of the furnace in the Unit and any plumbing fixtures that may be used exclusively by the Unit. Each Unit Owner shall be entitled to the exclusive use and possession of the Limited Common Areas appurtenant to his Unit and shall be responsible for the maintenance and upkeep of same (except for parking areas, which will be maintained by the Management Committee); provided, however, that without the written permission of the Management Committee first had and obtained, a Unit Owner shall not make or permit to be made any structural alteration, in or to the Unit or in or to the exterior of the building, and shall not paint or decorate any portion of the exterior of the Unit or of the building in which the Unit is located. Window

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coverings or decorations (drapes, shades, curtains, blinds and the like) shall be white or offwhite as viewed from the outside unless the Management Committee otherwise consents in writing.

In Witness Whereof the undersigned have caused this Third Amendment to be executed this 4th day of September, 1991.

Foothill Gardens Owners Association, Inc.

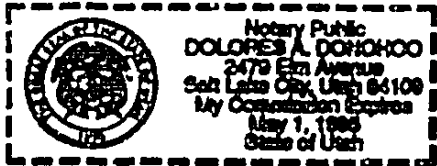
By: *Darrel J. Vorwaller*
Darrel J. Vorwaller, President

Attest:

Jack C. Jensen, Jr.
Jack C. Jensen, Jr., Secretary

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On the 4th day of September, 1991, personally appeared before me Darrel J. Vorwaller and Jack C. Jensen, Jr. who, being by me first duly sworn declared that they are the President and Secretary, respectively, of Foothill Gardens Owners Association, Inc., and that the foregoing instrument was executed by them on behalf of said corporation pursuant to the authorization of its Board of Directors and its By-Laws, and they duly acknowledged to me that said corporation executed the same.



Dolores A. Donohoo
Notary Public
Residing in: *Salt Lake City*
Commission Expires: *May 1, 1996*