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BRADLEY A SNOW
CHIEF DEPUTY RECORDER, SL CO, UT
MERRILL TITLE
BY: ZJK, DEPUTY - WI 4 P.

DECLARATION OF AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENT
FOR MADISON PLACE
A Planned Unit Development

THIS DECLARATION OF AMENDMENT is made this 29th day of January, 2001 by the Declarant as follows:

WHEREAS, a certain document entitled "Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for Madison Place, A Planned Unit Development" (the Declaration) was recorded with the Salt Lake County Recorder as Entry Number 7626122 at Book 8357 Pages 7399 through 7425; and

WHEREAS, the Declarant now wishes to amend the Declaration in accordance with the provisions thereof,

NOW THEREFORE, the following Amendments are hereby made to the Declaration:

The third paragraph of Recitals on page 1 of the Declaration which heretofore read "WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the Property and any other real property which may be annexed hereto pursuant to the provisions of this Declaration, to create a corporation under Utah Non-Profit Corporation and Co-operative Association Act (Refer to Article I Section 7) to which should be delegated and assigned the powers of owning, maintaining and administering the common areas, private roadways and alleys and certain other improvement in the Property and administering and enforcing these covenants, conditions and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and" is hereby replaced by the following: "WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the Property and any other real property which may be annexed hereto pursuant to the provisions of this Declaration, to create a corporation under Utah Non-Profit Corporation and Co-operative Association Act (Refer to Article I Section 7) to which should be delegated and assigned the powers of owning, maintaining and administering the common areas, private roadways and certain other improvement in the Property and administering and enforcing these covenants, conditions and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and".

Section 1 of Article I on page 2 of the Declaration which heretofore read "Architectural Committee" shall mean the committee created, pursuant to Article VII hereof" is hereby replaced by the following: "Architectural Committee" shall mean the committee created, pursuant to Article VIII hereof".

Paragraph (b) of Article V on page 9 of the Declaration which heretofore read "Maintain, repair and otherwise manage the front and Side Yards of each Single Family Detached House including snow removal on driveways, sidewalks and front porch steps as necessary. Any repair and replacement of landscaping, driveways or sidewalks in front and Side Yards shall be a Special Assessment attributable to the Owner of the Lot in accordance with the provisions of Article I, Section 4, of this Declaration" is hereby replaced by the following: "Maintain, repair and otherwise manage the front and Side Yards of each Single Family Detached House including snow removal on driveways, sidewalks and front porch steps as necessary".

Paragraph (i) of Article V on page 9 of the Declaration which heretofore read "Maintain and repair all sprinkling systems, both within the Common Area and upon all Lots" is hereby replaced by the following: "Maintain and repair all sprinkling systems within the Common Area and the front and Side Yard (if the Side Yard has a sprinkling system) of every Lot".

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Paragraphs (o), (p), (q), and (r) of Article V on pages 9 and 10 of the Declaration are hereby stricken and removed from the Declaration.

That portion of the first paragraph of Section 4 of Article VI on page 11 of the Declaration which heretofore read "Until January 1st of the year immediately following the conveyance of the first Lot in the Property to any Owner, the maximum Common Assessment under Article VI shall be One Hundred Forty-Five Dollars (\$145.00) per lot per month" is hereby stricken and removed from the Declaration.

Paragraph (a) of Section 4 of Article VI on page 11 of the Declaration which heretofore read "From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Common Assessment may be increased by the Board above the annual Common Assessment for the previous year, effective January 1st of each year, not more than the greater of: (1) ten percent (10%); or (2) the percentage by which the area Consumer Price Index for All Items, of the U.S. Bureau of Labor, has increased as of the data of the increase over the level of said index as of the date the Common Assessment was last established" is hereby replaced by the following: "From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the annual Common Assessment may be increased by the Board above the annual Common Assessment for the previous year, effective January 1st of each year, not more than the greater of: (1) ten percent (10%); or (2) the percentage by which the area Consumer Price Index for All Items, of the U.S. Bureau of Labor, has increased as of the data of the increase over the level of said index as of the date the Common Assessment was last established".

Paragraph (c) of Section 4 of Article VI on page 11 of the Declaration is hereby stricken and removed from the Declaration.

That portion of Section 7 of Article VI on page 11 of the Declaration which heretofore read "Common Assessments, Capital Improvement Assessments and Reconstruction Assessments provided for in this Article VI must be fixed at an equal rate for all Lots with the exception of Lots 1 through 6. With regard to Lots 1 through 6, the Association may levy Differential Assessments to reasonably reflect the fact that said lots are larger, provided that such Differential Assessments shall not be more than thirty percent (30%) of the Common Assessments on all other lots" is hereby replaced by the following: "Common Assessments, Capital Improvement Assessments and Reconstruction Assessments provided for in this Article VI will vary because Lots 1 through 18 have larger front yards than Lots 19 through 72 and the assessment on Lots 19 through 72 must include an additional fee for culinary household water and sewer. The Association may levy Differential Assessments to reasonably reflect these facts".

That portion of Section 1 of Article X on page 17 of the Declaration which read "Provided, further, however, the Association shall never be permitted to allow more than twenty-five percent (25%) of the lots to be used as a non-owner occupied residence" is hereby stricken and removed from the Declaration.

Section 4 of Article XII on page 21 of the Declaration which heretofore read "As to each policy of insurance maintained by the Association, which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, the Manager, the Declarant, and the agents and employees of each of the foregoing with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss" is hereby replaced by the following: "As to each policy of insurance maintained by the Association, which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, the Manager, the Declarant, and the agents and employees of each of the foregoing with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons."

Section 13 of Article XIII on page 23 of the Declaration is hereby stricken and removed from the Declaration and Section 14 is hereby renumbered as Section 13.

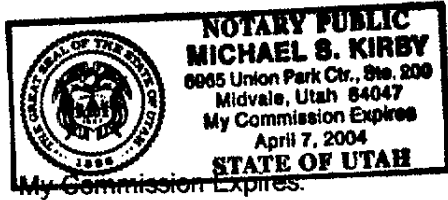
DECLARANT:

MAR T B CONSTRUCTION, L.L.C.

By *Alan M. Borg*
Its Managing Member

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

On this th January day of January, 2001, personally appeared before me Alan M. Borg being by me duly sworn and the said individual did say that he is the Managing Partner of Mar T B Construction, L.L.C., a Utah Limited Liability Company, and that the within and foregoing Declaration was signed in behalf of the said company.



Michael S. Kirby
NOTARY PUBLIC
Residing at: Salt Lake County

All of Lots A through G, inclusive, MADISON PLACE, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

All of Lots 1 through 72, inclusive, MADISON PLACE, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Together with an easement of use and enjoyment in and to the common areas and facilities, including but not limited to roadways and access ways appurtenant to said lots, as provided for in the Declaration of Covenants, Conditions and Restrictions of Easement for Madison Place, A Planned Unit Development.

L	A	14-35-429-023-0000	L	34	14-35-429-017-0000
L	B	14-35-429-028-0000	L	35	14-35-429-018-0000
L	C	14-35-429-032-0000	L	36	14-35-429-019-0000
L	D	14-35-429-008-0000	L	37	14-35-429-020-0000
L	E	14-35-429-046-0000	L	38	14-35-429-021-0000
L	F	14-35-429-060-0000	L	39	14-35-429-022-0000
L	G	14-35-429-079-0000	L	40	14-35-429-053-0000
L	1	14-35-429-078-0000	L	41	14-35-429-054-0000
L	2	14-35-429-077-0000	L	42	14-35-429-055-0000
L	3	14-35-429-076-0000	L	43	14-35-429-056-0000
L	4	14-35-429-075-0000	L	44	14-35-429-057-0000
L	5	14-35-429-074-0000	L	45	14-35-429-058-0000
L	6	14-35-429-073-0000	L	46	14-35-429-059-0000
L	7	14-35-429-072-0000	L	47	14-35-429-052-0000
L	8	14-35-429-071-0000	L	48	14-35-429-051-0000
L	9	14-35-429-070-0000	L	49	14-35-429-050-0000
L	10	14-35-429-069-0000	L	50	14-35-429-049-0000
L	11	14-35-429-068-0000	L	51	14-35-429-048-0000
L	12	14-35-429-067-0000	L	52	14-35-429-047-0000
L	13	14-35-429-066-0000	L	53	14-35-429-045-0000
L	14	14-35-429-065-0000	L	54	14-35-429-044-0000
L	15	14-35-429-064-0000	L	55	14-35-429-043-0000
L	16	14-35-429-063-0000	L	56	14-35-429-042-0000
L	17	14-35-429-062-0000	L	57	14-35-429-041-0000
L	18	14-35-429-061-0000	L	58	14-35-429-040-0000
L	19	14-35-429-007-0000	L	59	14-35-429-033-0000
L	20	14-35-429-006-0000	L	60	14-35-429-034-0000
L	21	14-35-429-005-0000	L	61	14-35-429-035-0000
L	22	14-35-429-004-0000	L	62	14-35-429-036-0000
L	23	14-35-429-003-0000	L	63	14-35-429-037-0000
L	24	14-35-429-002-0000	L	64	14-35-429-038-0000
L	25	14-35-429-001-0000	L	65	14-35-429-039-0000
L	26	14-35-429-009-0000	L	66	14-35-429-031-0000
L	27	14-35-429-010-0000	L	67	14-35-429-030-0000
L	28	14-35-429-011-0000	L	68	14-35-429-029-0000
L	29	14-35-429-012-0000	L	69	14-35-429-027-0000
L	30	14-35-429-013-0000	L	70	14-35-429-026-0000
L	31	14-35-429-014-0000	L	71	14-35-429-025-0000
L	32	14-35-429-015-0000	L	72	14-35-429-024-0000
L	33	14-35-429-016-0000	L	AREA	14-35-429-080-0000

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