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BOOK 1199

RECORDED AT REQUEST OF  
SECURITY TITLE

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PAGE 44

CARROLL A. WEAVER  
DAVIS COUNTY RECORDER

FN 1199

FIFTH AMENDMENT

29.50

SECURITY TITLE CO.  
Order No. 1199

TO  
DECLARATION OF CONDOMINIUM

OF

DANBURY LANE (PHASE VI)

AN EXPANDABLE CONDOMINIUM COMMUNITY

THIS FIFTH AMENDMENT TO DECLARATION is made on the date set forth at the end hereof by Prowswood, Ltd., a Utah corporation, hereinafter called "Declarant," for itself, its successors, grantees and assigns, pursuant to the condominium Ownership Act of the State of Utah.

RECITALS

A. On May 12, 1986, Declarant executed a Declaration of Condominium of Danbury Lane Phase I, an Expandable Condominium Community (the "Declaration") as part of a Plan for the Danbury Lane Condominium Project (the "Project"), which Declaration was recorded in the Office of the County Recorder of Davis County, State of Utah, on May 20, 1986, as Entry No. 0737254 in Book 1089 at Pages 842 through 905. The Project was expanded by the First Amendment to Declaration (Phase 2) recorded May 20, 1986 as Entry No. 0737256 in Book 1089 at Page 907 and the Record of Survey Map for Phase 2 recorded May 20, 1986 as Entry No. 737255 in Book 1089 at Page 906, and by the Second Amendment to Declaration (Phase 3) recorded February 11, 1987 as Entry No. 0772503 in Book 1144 at Page 103 and the Record of Survey Map for Phase 3 recorded February 11, 1987, as Entry No. 772502 in Book 1144 at Page 102 and by the Third Amendment to Declaration (Phase 4) recorded May 14, 1987, as Entry No. 0786045 in Book 1166 at Page 899 and the Record of Survey Map for Phase 4 recorded May 14, 1987, as Entry No. 786044 at page 898 and by the Fourth Amendment to Declaration (Phase 5) recorded October 15, 1987, as Entry No. 804777 in Book 1190 at Page 33 and the Record of Survey Map for Phase 5 recorded October 15, 1987, as Entry No. 804776 at Page 32. The Declaration, Amendments and the Maps submitted to the provisions of the Act the following described real property situated in Davis County, State of Utah, to wit:

See Exhibit "A" attached hereto and incorporated herein by this reference.

B. Declarant desires pursuant to Section 36 of the Declaration to further expand the Project.

C. Declarant is the record owner of the real property described on Exhibit "B" attached hereto (the "Phase 6 Land") which is a portion of the Additional Land described in the Declaration. The Record of Survey Map Phase 6 of the Project ("Phase 6 Map") consists of four (4) sheets, prepared and certified to by J. Scott Balling, a Utah Registered Land Surveyor. Upon recordation, this document shall effect the second expansion of the Project.

D. It is the intent of the Declaration that the Phase 6 Land shall become subject to the Declaration.

E. There currently exists in the Project twenty-five (25) Units. This Amendment to Declaration and the Phase 6 Map expand the Project to include three (3) Additional Units and additional Common and Limited Common Areas, all as depicted on the Phase 6 Map. After the recording of the Phase 6 Map and this Amendment to Declaration, there will be a total of twenty-eight (28) Units in the Project.

NOW, THEREFORE, for such purposes, Declarant hereby makes the following Amendment to Declaration:

1. Definitions. Except as otherwise defined herein or as may be required by the context, all terms or expressions defined in the Declaration, shall have such defined meanings when used in this Amendment to Declaration.

2. Submission to Condominium Ownership. Declarant hereby submits to the provisions of the Act, as additional land associated with the Project, the parcels of real property situated in Davis County, State of Utah, described on Exhibit "B" attached hereto.

RESERVED FROM THE SUBMISSION OF THE LAND described on Exhibit "B" are such easements and rights of egress and ingress over, across, through and under the Land, any improvements now or hereafter constructed thereon as may be necessary to develop the Project as it may be expanded as provided in the Declaration. If pursuant to this reservation the above-described real property or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line a perpetual easement for such improvement or utility line shall

exist. With the exception of such perpetual easements, the reservation hereby affected shall terminate upon the completion and sale of all Units in the Project. AND SUBJECT, ALSO, to all visible easements and easements of record and SUBJECT FURTHER to restrictions, provisions and covenants of record.

3. Description of Improvements. The significant improvements contained or to be contained in the Phase 6 of the Project include one (1) two story building containing three (3) Units constructed principally of concrete foundation with exterior walls of a combination of hard board siding and brick or brick veneer, asphalt shingle roofing, interior walls of wood studs, plywood and dry wall plaster. Each unit has a two car garage. Said improvements are located substantially as shown in the Phase 6 Map and will be subject to easements which are reserved through the Project as may be required for utility services.

The Phase 6 Map shows the Unit Number of each Unit, its location, those Limited Common Areas and Facilities which are reserved for its use, and the Common Areas and Facilities to which it has immediate access. All Units, of whatever type, shall be capable of being independently owned, encumbered and conveyed.

4. Description of Limited Common Areas and Facilities. Each Owner of a Unit is hereby granted an irrevocable and exclusive license to use and occupy the Limited Common Areas and Facilities reserved exclusively for the use of his Unit. The Limited Common Areas appurtenant to any given Unit consist of a patio, entrance walkway and/or patio areas contiguous with the Unit as indicated on the Phase 6 Map, and the assigned carport appurtenant to each Unit. The exclusive right to use and occupy each Limited Common Area shall be appurtenant to and shall pass with the title to the Unit with which it is associated.

5. Computation of Undivided Interest. The percentage of undivided ownership interest in the Common Areas and Facilities which is appurtenant to each Unit has been computed by determining the ratio between the square footage associated with such Unit (as set forth in Exhibit "C") and the aggregate square footages of all Units in the Project including previous Phases (with such minor adjustments in some or all of the resulting percentage interests as may have been necessary to assure that the total undivided interest respecting the Project equals 100%). These percentages are subject to diminution upon

merger with the other Phases. Substantially identical Units have been assigned the same square footage, and the total of all undivided interests equals 100%. A Unit Owner's percentage of ownership interest in the Common Areas and Facilities shall be for all purposes, including voting and assessment of common expenses.

6. Contents of Revised Exhibit "C". The Revised Exhibit "C" to this Amendment to Declaration contains the following information with respect to each Unit contained in the Project as expanded: (i) the Unit number and type; (ii) the square footage of the Unit; and (iii) the appurtenant Percentage Ownership Interest in Common Areas and Facilities after the expansion accomplished by this Amendment to Declaration.

7. Effective Date. This Amendment to Declaration shall take effect upon recording.

IN WITNESS WHEREOF, the Declarant has executed this First Amendment to Declaration this \_\_\_ day of \_\_\_\_\_, 1987.

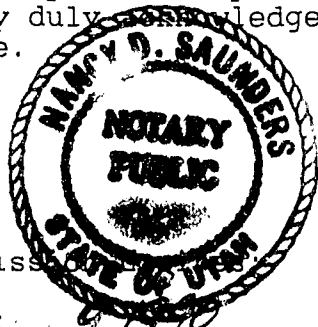
ATTEST: PROSWOOD, LTD., a Utah corporation

[Signature]  
Secretary

By [Signature]  
Vice President

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

On the \_\_\_ day of \_\_\_\_\_, 1987, personally appeared before me \_\_\_\_\_ and \_\_\_\_\_ who being by me duly sworn, did say that they are the Vice President and Secretary respectively of Proswood, Ltd., a Utah corporation and the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and they duly acknowledged to me that said corporation executed the same.



[Signature]  
NOTARY PUBLIC  
Residing at: Salt Lake City, Utah

My Commission Expires \_\_\_\_\_

## EXHIBIT "A"

## PARCEL 1:

Beginning on the West line of 200 West Street at a point which is S 0°08'06" E 506.00 ft. along said West line of 200 West Street from the Northeast Corner of Lot 3, Block 8, North Mill Creek Plat, Bountiful Townsite Survey, and running thence S 0°08'06" E 169.30 ft. along said West line of 200 West Street; thence N 87°59'58" W 134.10 ft.; thence N 0°13'06" W 135.11 ft.; thence S 89°46'54" W 92.00 ft.; thence S 0°13'06" E 128.00 ft.; thence S 89°46'54" W 116.00 ft.; thence N 0°13'06" W 157.00 ft.; thence N 89°46'54" E 342.24 ft. to the point of beginning.

Containing 0.9926 acres.

## PARCEL 2:

Beginning at a point on the boundary of Danbury Lane Condominiums Phase 1 which is South 0°08'06" East 675.30 feet along the West line of 200 West Street (a 66 foot wide road) and North 87°59'58" West 134.10 feet along the South Boundary of said Danbury Lane Condominiums Phase 1 from the Northeast corner of Lot 3, Block 8, North Mill Creek Plat, Bountiful Townsite Survey, in the City of Bountiful, and running thence North 87°59'58" West 48.10 feet; thence North 83°24'25" West 44.25 feet to a point on the boundary of said Danbury Lane Condominiums Phase 1; thence along the boundary of said Danbury Lane Condominiums Phase 1; in the following three courses to the point of beginning: North 0°13'06" West 128.00 feet; North 89°46'54" East 92.00 feet; South 0°13'06" East 135.11 feet.

## PARCEL 3:

Beginning at a point on the boundary of Danbury Lane Condominiums Phase 1 which is South 0°08'06" East 506.00 feet along the West line of 200 West Street (a 66 foot wide road) and South 89°46'54" West 313.44 feet along the North boundary of said Danbury Lane Condominiums Phase 1 from the Northeast corner of Lot 3, Block 8, North Mill Creek Plat, Bountiful Townsite Survey, in the City of Bountiful, and running thence South 89°46'54" West 28.80 feet along said North Boundary of Danbury Lane Condominiums Phase 1; thence North 0°13'06" West 67.93 feet; thence South 89°51'54" West 85.08 feet; thence

North 0°08'06" West 74.00 feet; thence North 89°51'54" East 113.98 feet; thence South 0°08'06" East 141.89 feet to the point of beginning.

Beginning at the Southeast corner of Parcel #2 of Danbury Lane Condominiums Phase 2 which point is S 0°08'06" E 506.00 ft. along the west line of 200 West Street (A 66 ft. road) and S 89°46'54" W 313.44 ft. along the north line of Danbury Lane Condominiums Phase I from the Northeast corner of Lot 3, Block 8, North Mill Creek Plat, Bountiful Townsite survey and running thence N 0°08'06" W 159.03 ft. along the extended east line of said Parcel 2 of Danbury Lane Condominiums Phase 2; thence N 89°51'54" E 91.80 ft.; thence S 45°00' E 59.02 ft.; thence S 0°08'06" E 117.00 ft.; thence S 89°46'54" W 133.44 ft. along the north line of said Danbury Lane Condominiums Phase I to the point of beginning.

Containing: 0.4669 acres

PARCEL 4:

Beginning at a point on the West Boundary of Danbury Lane Condominiums Phase I which point is S 0°08'06" E 506.00 Ft. along the West Boundary of A 66 Ft. wide road (200 West Street) and S 89°46'54" W 342.25 Ft. along the North line of said Danbury Lane Condominiums Phase I and S 0°13'06" E 9.61 Ft. along said West line of Danbury Lane Condominiums Phase I from the Northeast corner of Lot 3, Block 8, North Mill Creek Plat, Bountiful Townsite Survey and running thence S 0°13'06" E 135.43 Ft. along said west boundary of Danbury Lane Condominiums Phase I; thence S 89°46'54" W 90.00 Ft.; thence N 0°13'06" W 146.63 Ft.; thence S 70°30' E 9.21 Ft.; thence S 84°32'10" E 81.74 Ft. to the point of beginning.

Containing: 0.2893 Acres.

PARCEL 5:

Beginning at a point which is N 89°34'54" W 330.00 ft. along the South Line of a 66 ft. wide road (1000 North Street) and S 0°08'06" E 135.37 ft. from the Northeast Corner of Lot 3, Block 8, NORTH MILL CREEK PLAT, Bountiful Townsite Survey and Running thence N 89°25'22" E 75.66 ft.; thence S 0°25'06" W 120.13 ft.; thence N 89°34'54" W 47.87 ft.; thence south-westerly 15.81 ft. along the arc of a 10.00 ft. radius curve to

the left through a central angle of  $90^{\circ}33'12''$  (radius point bears  $S\ 0^{\circ}25'06''\ W$  from the beginning of the curve); thence  $S\ 0^{\circ}08'06''\ E\ 103.31\ ft.$  along the extended west boundary line of Danbury Lane Condominiums Phase 3; thence  $S\ 89^{\circ}51'54''\ W\ 24.00\ ft.$  along the north boundary line of Danbury Lane Condominiums Phase 2; thence  $N\ 0^{\circ}08'06''\ W\ 217.83\ ft.$ ; thence  $S\ 89^{\circ}34'54''\ E\ 7.47\ ft.$ ; thence  $N\ 0^{\circ}08'06''\ W\ 14.63\ ft.$  to the point of beginning.

Containing 0.2868 acres.

## EXHIBIT "B"

Beginning at a point on the boundary of Danbury Lane Condominiums Phase 5 which point N89°43'54"W 330.00 ft. along the South line of a 66 ft. wide road (1000 North Street) and S0°08'06"E 150.00 ft. and N89°34'54"W 7.47 ft. along the boundary of said Phase 5 from the Northeast corner of Lot 3, Block 8, North Mill Creek Plat, Bountiful Townsite Survey and running thence S0°08'06"E 127.92 ft. along the west boundary of said Phase 5; thence Northwesterly 15.61 ft. along the arc of a 10.00 ft. radius curve to the left through a central angle of 86°26'48" (radius point bears S89°51'54"W from the beginning of the curve); thence N89°34'54"W 104.71 ft.; thence N0°25'06"E 118.00 ft.; thence S89°34'54" 113.48 ft. to the point of beginning.

Containing: 0.3094 Acres



EXHIBIT "C"  
 (Phases 1, 2, 3, 4, 5 and 6)  
 DANBURY LANE, A CONDOMINIUM PROJECT

<u>Unit #</u>	<u>Type of Unit</u>	<u>Square Foot- age of Unit</u>	<u>Appurtenant % of Ownership in Common Areas and Facilities</u>
<u>Bldg. #1</u>			
101	C	1,085	3.2259
102	B	1,387	4.1238
103	B	1,387	4.1238
104	C	1,085	3.2259
<u>Bldg. #2</u>			
201	C	1,085	3.2259
202	B	1,387	4.1238
203	B	1,387	4.1238
204	C	1,085	3.2259
<u>Bldg. #3</u>			
301	C	1,085	3.2259
302	B	1,387	4.1238
303	B	1,387	4.1238
304	C	1,085	3.2259
<u>Bldg. #4</u>			
401	C	1,085	3.2239
402	A	1,051	3.1248
403	B	1,387	4.1238
404	C	1,085	3.2259
<u>Bldg. #5</u>			
501	C	1,085	3.2259
502	C	1,085	3.2259
<u>Bldg. #6</u>			
601	C	1,085	3.2259
602	B	1,387	4.1238
603	B	1,387	4.1238
604	B	1,387	4.1238
605	C	1,085	3.2259

EXHIBIT "C"  
 (Phases 1, 2, 3, 4, 5 and 6)  
 DANBURY LANE, A CONDOMINIUM PROJECT  
 (Continued)

<u>Unit #</u>	<u>Type of Unit</u>	<u>Square Foot- age of Unit</u>	<u>Appurtenant % of Ownership in Common Areas and Facilities</u>
<u>Bldg. #10</u>			
1001	C	1,085	3.2259
1002	C	1,085	3.2259
<u>Bldg. #11</u>			
1101	A	1,051	3.1249
1102	B	1,387	4.1238
1103	C	1,085	3.2259
<hr/>			
Total		33,634	100.0000