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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SUNDANCE TITLE  
141 E 5600 S STE. 105  
MURRAY UT 84107  
BY: ZJM, DEPUTY - WI 3 P.

# Lilac Lane

## CONDOMINIUMS

### Home Owners Association

C/O Rod Engar, Interim President  
5189 South Dans Hill Circle  
Taylorsville, Utah 84118  
801-558-1657

#### MEMORANDUM

On December 16, 2004, in a meeting the Trustees and interim President met and hereby declare this amendment to the recorded "Declaration of Condominium for Lilac Lane Condominiums", executed on April 11, 2003, and recorded with the Salt Lake County Recorder's Office April 11, 2003, # 8608552; such amendment to Article IX, paragraph 9.3. c., changes the monthly assessment of the Unit Owners to \$90.

(Amended page attached as Exhibit 1)

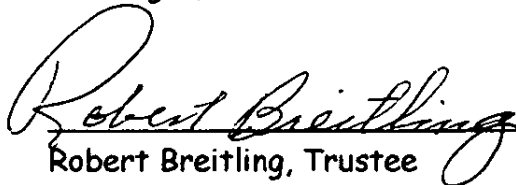
The amended page is to be recorded and made a part of the original document.



Rod Engar, Trustee and President

December 16, 2004

Dated

  
Robert Breitling, Trustee

December 16, 2004

Dated

NO ACKNOWLEDGEMENT  
CO. RECORDER

# EXHIBIT 1

assessments; premiums for all insurance that the Association is required or permitted to maintain; repairs and maintenance; utility charges; legal and accounting fees; any deficit remaining from a previous period; creation of a reasonable contingency reserve; sinking or reserve funds required or allowed herein; and any other expenses and liabilities which may be incurred by the Association for the benefit of all of the Owners or by reason of this Declaration or the Act.

(iii) **Annual Assessments.** The Board shall establish a regular, equal monthly assessment to be paid by each Owner (the "Common Expense Fund"). The dates and manner of payment shall be determined by the Board. The foregoing method of assessing the Common Expenses to the Owners may be altered by the Board so long as the method it adopts is consistent with good accounting practices and requires that the portion of Common Expenses borne by each Owner be substantially in proportion to that Owner's interest in the Common Areas. Each monthly assessment of the regular assessment shall bear interest at a reasonable rate established by the Board from time to time from the date it becomes due and payable until paid. Failure of the Board to give timely notice of any assessment as provided herein shall not affect the liability of the Owner of any Condominium for such assessment. The Board of Trustees of the Association shall have the responsibility for levying and collecting annual assessments for Common Expenses.

(b) **Inadequate Funds.** In the event that the Common Expense Fund proves inadequate at any time for whatever reason, including nonpayment of any Owner's assessment, the Board may levy additional assessments in accordance with the procedure set forth in Section 9.4 below, except that the vote therein specified shall not be necessary.

(c) **Declarant's obligations.** Notwithstanding the preceding provisions of this Section 9.3 to the contrary, until eleven (11) Units have been conveyed by the Declarant to buyers thereof, each Unit Owner shall pay a monthly assessment of \$90.00, and Declarant shall pay an amount equal to the remaining balance of the Common Expenses of the Project during said period.

**9.4 Special Assessments.** In addition to the regular assessments authorized by Sections 9.1, 9.2, and 9.3 above, the Association may levy, at any time and from time to time, upon affirmative vote of at least sixty percent (60.0%) of the Total Votes of the Association (11 of 18 Units), special assessments, payable over such periods as the Board may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration. This Section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections or Articles hereof. The Board of Trustees of the Association shall have the responsibility for levying and collecting special assessments. Any amounts assessed pursuant hereto shall be assessed to Owners on the basis provided for in Section 9.5 below. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the Owners. No payment shall be less than thirty (30) days after such notice shall have been mailed or personally delivered. All unpaid portions of any special assessment shall bear interest at the rate of one and one half percent (1 1/2%) per month from the date such portions become due until paid.

**9.5 Apportionment of Assessments.** All assessments made under Section 9.4 shall be apportioned among and assessed to all Owners on the basis of their respective undivided percentage interest in the Common Areas as described in Exhibit "D" attached hereto.

**9.6 Lien for Assessments.** All sums assessed to the Owner of any Condominium Unit within the Project pursuant to the provisions of Article IX, together with interest thereon as provided herein, shall be secured by a lien on such Condominium Unit in favor of the Association. The lien for assessments shall be subordinate to a first mortgage on the Unit if the mortgage was recorded before the delinquent assessments were due. A lien for Common Expense assessment will not be affected by the sale or transfer of a Unit, unless a foreclosure of a first mortgage is involved, in which case the foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale, but will not relieve any subsequent Unit Owner from paying further assessments. To evidence a lien for sums assessed pursuant to this Article IX, the Association may prepare a written notice of lien setting forth the amount of the Assessment, the date due, the amount remaining unpaid, the name of the Owner of the Condominium Unit, and a description of the Condominium Unit. Such notice shall be signed and acknowledged by a duly authorized officer of the Association and may be recorded in the office of the County Recorder for Salt Lake County,

Exhibit "A"

LEGAL DESCRIPTION FOR THE PROPERTY

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF 9400 SOUTH STREET SAID POINT ALSO BEING ON THE WEST LINE AND LINE EXTENDED OF WASHINGTON SQUARE NO. 1 SUBDIVISION AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT BEING NORTH 89°27'05" WEST 926.50 FEET AND SOUTH 01°00'00" EAST 30.29 FEET FROM SAID NORTHEAST CORNER OF SECTION 7, AND RUNNING THENCE SOUTH 01°00'00" EAST ALONG SAID WEST LINE OF WASHINGTON SQUARE NO. 1 SUBDIVISION 249.39 FEET TO THE NORTH LINE OF AMERICAN VILLA NO. 4 SUBDIVISION AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE NORTH 89°44'15" WEST ALONG SAID NORTH LINE OF AMERICAN VILLA NO. 4 SUBDIVISION 402.17 FEET TO THE EAST LINE OF AMERICAN VILLA NO. 1 SUBDIVISION AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE NORTH 00°02'49" WEST ALONG THE EAST LINE OF SAID AMERICAN VILLA NO. 1 SUBDIVISION 251.32 FEET TO THE SOUTH LINE OF SAID 9400 SOUTH STREET; THENCE SOUTH 89°27'05" EAST ALONG SAID SOUTH LINE 398.04 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THAT PORTION OF LAND THAT FALLS WITHIN 9400 SOUTH STREET, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE AND LINE EXTENDED OF WASHINGTON SQUARE NO. 1 SUBDIVISION AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT BEING NORTH 89°27'05" WEST 926.50 FEET AND SOUTH 01°00'00" EAST 30.29 FEET FROM SAID NORTHEAST CORNER OF SECTION 7, AND RUNNING THENCE SOUTH 01°00'00" EAST ALONG SAID WEST LINE OF WASHINGTON SQUARE NO. 1 SUBDIVISION 15.09 FEET; THENCE NORTH 89°27'05" WEST TO THE EDGE OF AMERICAN VILLA NO. 1 SUBDIVISION 398.29 FEET; THENCE NORTH 00°02'49" WEST ALONG SAID EAST LINE 15.08 FEET; THENCE SOUTH 89°27'05" EAST 398.04 FEET TO THE POINT OF BEGINNING.

28-07-231-01 thru 018