

After Recording Return To:  
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9/21/2009 2:56:00 PM \$24.00  
Book - 9764 Pg - 4631-4634  
Gary W. Ott  
Recorder, Salt Lake County, UT  
KIRK A CULLIMORE PC  
BY: eCASH, DEPUTY - EF 4 P.

**AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**This Amendment to the Declaration of Covenants, Conditions and Restrictions (“Declaration”) that established a condominium community known as Liberty Court Townhomes is executed on the date set forth below by the Declarant.**

RECITALS

A. Certain real property in Salt Lake County, Utah, known as The Liberty Court Townhomes was subjected to certain covenants, conditions, and restrictions pursuant to an Declaration recorded May 23, 2008, as Entry No. 10435801, records of Salt Lake County, Utah (the “Declaration”);

B. This amendment shall be binding against the property described in EXHIBIT A and the Declaration and any annexation or supplement thereto;

C. This amendment is intended to incorporate certain provisions required by the Department of Housing and Urban Development to qualify the Project for FHA financing;

D. Pursuant to Article XIII of the Declaration, the Declarant as sole owner of all Units has approved this amendment;

**NOW, THEREFORE**, the Declarant, hereby amends the Declaration as follows:

**Article IV, shall be amended in its entirety to read as follows:**

**4.5 Ownership of Common Areas.** Each Owner shall own an undivided ownership interest in the Common Areas as shown on Exhibit “B.”

**Article VIII, Section 8.11 shall be added and read as follows:**

**8.11 Working Capital Fund.** A working capital fund shall be established for the initial months of operations. The working capital fund shall be in an amount equal to 2 months’ estimated Assessments for each Unit. Each Unit’s share of the working capital fund shall be collected at the closing of the Units the first time they are sold. Any amounts paid into the working capital fund shall not be considered as advance payments of regular monthly assessments. The working capital fund shall be transferred to the Association when control of the Association is transferred to the Owners. When a Unit is sold, Declarant may reimburse itself for any monies paid by it to the Association for an unsold Unit’s share of the working capital fund.

**Article X, Section 10.3, shall be added and read as follows:**

**10.3 Mortgagee Approval.** Unless otherwise approved by 51% of Eligible Mortgagees, any restoration or repair after a partial condemnation or partial destruction due to an insurable hazard shall be substantially in accordance with the Declaration and original plans and specifications of the project. The Association shall not reallocate the undivided ownership interests in the Common Areas after partial condemnation or partial destruction without 51% approval of Eligible Mortgagees.

**Article XI, Section 11.1, shall be amended in its entirety to read as follows:**

**11.1 Unit Use Restrictions.** All Units within the Project shall be used exclusively for residential housing and for no other purposes. Any lease or rental agreement for a Unit must be in writing and subject to the terms of the Declaration, Bylaws, rules and regulations, and other documentation of the Association. Leases shall be for an initial term of at least 30 days.

Tenants shall agree to comply with all of the terms and conditions of the Declaration and shall agree not to allow or commit any nuisance, waste unlawful or illegal act on the premises. Owner and Tenant shall acknowledge that the Association is an intended third-party beneficiary to the lease agreement and shall have rights as such.

**Article XV shall be amended in its entirety to read as follows:**

#### **XV. ENFORCEMENT AND REMEDIES**

If any Owner or occupant fails to comply with any provision hereof, including any of the rules and regulations promulgated hereunder by the Association, within 10 days after written notice of violation thereof (except that, where such violation cannot reasonably be cured within 10 days, the 10 day period will be extended to that reasonably required, as long as the Owner/occupant commences the cure within such 10 day period and diligently pursues the same to completion) (the "**Cure Period**"), the Association may:

(a) suspend such Owner's voting rights in the Association during any period or periods during which such Owner or the occupants of its Unit fail to comply with such rules and regulations, or with any other obligations of such Owner under this Declaration; and Owners shall be responsible for any non-compliance hereunder of all occupants of their respective Units;

(b) take judicial action against the Owner and/or occupant to enforce compliance with such rules, regulations or other obligations or to obtain damages for non-compliance, all to the extent permitted by law; and/or (at the Association's election)

(c) impose fines.

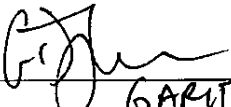
The foregoing amounts may be adjusted by the Association for inflation. The failure to cure a violation within a period equal to the Cure Period after receipt of notice of the imposition of a fine shall constitute a recurrence of such violation. Any fine which is not paid within 15 days after notice thereof is issued shall bear interest from such date at the rate of 18% per annum, and there shall be added thereto reasonable attorney's fees (whether or not legal action is commenced) and, if legal action is commenced, the costs of such action. All fines and charges (collectively, "**Charges**") related to a Unit, the occupants thereof or a

particular Owner shall be the personal obligation of such Owner, and shall constitute Assessments under **Article VIII**, and shall be secured by lien as described therein.

Additionally, Owners shall have a right of action against other Owners or the Association for failure to comply with the provisions of the Declaration, Bylaws, or rules and regulations.

IN WITNESS WHEREOF, CitySpaces, L.L.C., by and through the Declarant, has executed this Amendment to the Declaration as of the 21 day of Sept., 2009.

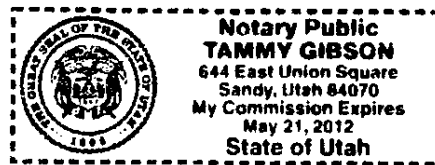
**DECLARANT:  
CITYSPACES, L.L.C.**

  
By: GARIT D. LAWSON  
Its: Member

STATE OF UTAH                    )  
  :SS  
County of Salt Lake         )

On the 21 day of September, 2009, personally appeared Garit D. Lawson who, being first duly sworn, did that say that he is a member of Declarant and that said instrument was signed and sealed in behalf of said Declarant by authority of the members thereof; and acknowledged execution of said instrument to be his voluntary act and deed.

  
Notary Public for Utah



**EXHIBIT A  
LEGAL DESCRIPTION**

<u>PARCEL NO.</u>	<u>LEGAL DESCRIPTION</u>
16072150010000	UNIT 1, LIBERTY COURT TOWNHOMES CONDOMINIUMS
16072150020000	UNIT 2, LIBERTY COURT TOWNHOMES CONDOMINIUMS
16072150030000	UNIT 3, LIBERTY COURT TOWNHOMES CONDOMINIUMS
16072150040000	UNIT 4, LIBERTY COURT TOWNHOMES CONDOMINIUMS
16072150050000	UNIT 5, LIBERTY COURT TOWNHOMES CONDOMINIUMS
16072150060000	UNIT 6, LIBERTY COURT TOWNHOMES CONDOMINIUMS
16072150070000	UNIT 7, LIBERTY COURT TOWNHOMES CONDOMINIUMS
16072150080000	UNIT 8, LIBERTY COURT TOWNHOMES CONDOMINIUMS
16072150090000	UNIT 9, LIBERTY COURT TOWNHOMES CONDOMINIUMS