

3001991

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF MT. OLYMPUS CONDOMINIUM
PHASE NOS. ONE, TWO, THREE AND FOUR

W I T N E S S E T H:

WHEREAS, pursuant to the Utah Condominium Ownership Act, the Declaration of Covenants, Conditions and Restrictions of Mt. Olympus Condominium - Phase No. One, hereinafter referred to as "Declaration Phase No. One", was duly executed and acknowledged on July 1, 1975. Said instrument was recorded on July 22, 1975 in the official records of Salt Lake County, State of Utah, as Entry No. 2727498 in Book 3921 at Page 256; and

WHEREAS, pursuant to the Utah Condominium Ownership Act, the Declaration of Covenants, Conditions and Restrictions of Mt. Olympus Condominium - Page No. Two, was duly executed and acknowledged on July 2, 1976, and said instrument was recorded on July 2, 1976 in the official records of Salt Lake County, State of Utah, as Entry No. 2831181, in Book 4255 at Page 330; and

WHEREAS, pursuant to the Utah Condominium Ownership Act, the Declaration of Covenants, Conditions and Restrictions of Mt. Olympus Condominium - Phase No. Three, hereinafter referred to as "Declaration Phase No. Three," was duly executed and acknowledged on January 3, 1977, and said instrument was recorded on January 6, 1977, in the official records of Salt Lake County, State of Utah, as Entry No. 2895209 in Book 4435 at Page 45; and

WHEREAS, pursuant to the Utah Condominium Ownership Act, the Declaration of Covenants, Conditions and Restrictions of Mt. Olympus Condominium - Phase No. Four, hereinafter referred to as "Declaration Phase No. Four", was duly executed and acknowledged on March 21, 1977 and said instrument was recorded on March 22, 1977, as Entry No. 2921932 in Book 4463, Page 1629; and

WHEREAS, the Mt. Olympus Condominium project is an expandable condominium, wherein Phases Two, Three and Four were added to Phase One, each being subject to the Declaration filed for Phase One and subsequent amendments; and

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WHEREAS, Article 15 of the Declaration for Phases One, Two, Three and Four provides that the Declaration may be amended by two-thirds vote of the unit owners, and said amendment is to be accomplished through the recordation of an instrument executed by the Management Committee.

NOW, THEREFORE, the undersigned, being all of the members of the Management Committee of the Mt. Olympus Condominium project, including Phases One through Four, respectfully represent and certify that:

I.

Paragraph 5 was amended to read as follows:

"5. Common Areas and Facilities. The common areas and facilities of the Condominium Project (as shown on the map) shall be and are all of the land and roofs, foundations, pipes, ducts, flues, shoots, conduits, wires and other utility installations to the outlets, bearing walls, primetered walls, columns and girders to the interior surfaces thereof, greens, gardens, recreational areas and facilities as shown on the map, all installations and power, lights, gas and water, and those common areas and facilities documented as such on the map. A fee of no less than \$10.00 per month will be charged a unit owner for each space rented in the recreational vehicle parking area. As deemed necessary by the Management Committee, every reasonable effort will be made and monies expended to maintain and provide security for those vehicles stored therein."

II.

Paragraph 17, Subparagraph (b)(ii) was amended to read as follows:

"(ii) Annual Meeting of Unit Owners. The annual meeting of unit holders shall be held at the project on the first Monday in November, commencing 1981, or at such

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other time not more than thirty (30) days before or thirty (30) days after such date as may be designated by written notice of the Management Committee delivered to the owners not less than ten (10) days prior to the date fixed for said meeting. At the annual meeting, elections shall be had to elect members of the Management Committee for the following calendar year or years, financial reports shall be given, and such other business conducted as may be properly presented."

III.

Paragraph 22, page 32-33, was amended to read as follows:

"(22) Payment of Expenses. Each owner shall pay to the Management Committee his pro-rata portion of the costs and expenses required and deemed necessary by the Management Committee to manage, maintain and operate the condominium project, including the recreational facilities and other common areas thereof, and may include, among other things, the cost of management, special assessments, fire, casualty and public liability insurance premiums, common lighting, the care of grounds, repairs, and renovations to common areas and facilities, garbage collections, snow removal, wages, water charges and assessments, legal and accountant fees, sewer charges, management fees, expenses and liabilities incurred by the Management Committee under or by reason of this Declaration, the payment of any deficiency remaining from the previous period, the creation of a reasonable contingency or other reserve or surplus fund, as well as all other costs and expenses of any nature relating to this condominium project. No money shall be borrowed from any person or facility by the Management Committee for any reason, without the prior consent of two-thirds of the unit owners. Such payment shall

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