

RECORDER
SALT LAKE COUNTY,
UTAH
9500 So 500 W Sandy 84070

APR 12 11 57 AM '83

REC OF Jefferson Place Home
2550
from Bellmunt

AMENDMENT TO DECLARATION OF
CONDOMINIUM OF THE JEFFERSON PLACE CONDOMINIUM

3779649

THIS AMENDMENT TO DECLARATION OF CONDOMINIUM, executed this 1st day of April, 1983, by the undersigned Owners representing an aggregate ownership interest of 75% or more of the condominium units in the Jefferson Place Condominium, as reflected on the real estate records of Salt Lake County, Utah.

W I T N E S S E T H:

WHEREAS, a certain Declaration of Condominium of the Jefferson Place Condominium was executed on August 18, 1982, and recorded in the Office of the County Recorder of Salt Lake County, State of Utah, as Entry No. 3703854 in Book 5403, at Pages 2988 to 3059 (hereinafter designated the "Declaration"); and

WHEREAS, it is the desire of the parties hereto to amend the Declaration as hereinafter provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto hereby agree as follows:

1. Section 1.09 of the Declaration is hereby amended so as to delete said Section 1.09 as it presently appears and to substitute therefor the following:

"1.09 "Condominium" shall mean a Unit, the undivided interest (expressed as a percentage of the entire ownership interest) in the Common Areas appurtenant to such Unit, as set forth in Exhibit "A" attached hereto and by this reference made a part hereof, the exclusive right to use the Limited Common Areas appurtenant to such Unit, as described on the Map, and a non-exclusive easement to use the Common Areas."

2. Section 2.02 of the Declaration is hereby amended so as to delete said Section 2.02 as it presently appears and to substitute therefor the following:

"202 Division into Condominium. The Project is hereby divided into Condominiums, each such Condominium consisting of a Unit, an appurtenant undivided interest in the Common Areas, as set forth in Exhibit "A" attached hereto, the exclusive right to use the Limited Common Areas

BOOK 5450 PAGE 2003

appurtenant to such Unit, as described on the Map, and a non-exclusive easement to use the Common Areas."

3. Section 9.04 of the Declaration is hereby amended so as to delete said Section 9.04 as it presently appears and to substitute therefor the following:

"9.04 Lien for Assessments. All sums assessed to Owners of any Condominium within the Project pursuant to the provisions of this Article IX, together with penalties and interest thereon as provided herein, shall be secured by a lien on such Condominium in favor of the Association. To evidence a lien for sums assessed pursuant to this Article IX, the Board of Trustees 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, and a description of the Condominium. Such a 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 of Salt Lake County, State of Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien shall be subordinate to the lien or equivalent security interest of any first Mortgage on the Condominium recorded prior to the date on which any sums assessed pursuant to this Article IX became due. Such lien may be enforced by sale or foreclosure conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any other manner permitted by law by the Association in the same manner in which mortgages on real property may be foreclosed under the laws of the State of Utah. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding (including reasonable attorneys' fees) and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Condominium which shall become due during the period of foreclosure, and all such assessments shall be secured by the lien being foreclosed. The Board of Trustees shall have the right and power in behalf of the Association to bid in at any foreclosure sale, and to hold, lease, mortgage, or convey the subject Condominium in the name of the Association."

4. Section 10.02(e) of the Declaration is hereby amended so as to delete said Section 10.02(e) as it presently appears and to substitute therefor the following:

BOOK 5450 PAGE 2004

"10.02(e) all policies must contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Owner of any Condominium and/or their respective agents, employees or tenants, and of any defenses based on co-insurance or on invalidity arising from the acts of the insured;"

5. This Amendment to Declaration of Condominium may be executed in one or more counterparts, each of which, when executed and delivered, shall be an original and all of which shall together constitute one and the same instrument.

6. Except as herein modified, all other terms of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Owners have set their hands the day and year first above written.

ATTEST: OWNER:
JEFFERSON PLACE, a Utah corporation

BY: Eugene Peterson
EUGENE PETERSON, Secretary

BY: R.L. Yergensen
R.L. YERGENSEN, President

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

On the 11 day of April, 1983, personally appeared before me R.L. YERGENSEN and EUGENE PETERSON, who being by me first duly sworn did say that they are the President and Secretary, respectively, of JEFFERSON PLACE, and that the foregoing Amendment to Declaration of Condominium of the Jefferson Place Condominium was executed by them by authority of a resolution of the Board of Directors of Jefferson Place, and said R.L. YERGENSEN and EUGENE PETERSON acknowledged to me that said corporation executed the same.

Russell R. Arvidson
NOTARY PUBLIC
Residing at: Salt Lake

My Commission Expires:
9/21/85

BOOK 5450 PAGE 2005