

After Recording Return To:
Richards, Kimble & Winn, PC
2040 E Murray-Holladay Rd., Suite 106
Salt Lake City, UT 84117

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10/29/2013 10:21 AM \$17.00
Book - 10188 Pg - 3677-3680
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
RICHARDS KIMBLE & WINN
2040 E MURRAY-HOLLADAY RD
STE 106
SLC UT 84117
BY: TNW, DEPUTY - WI 4 P.

AMENDMENT TO AMENDED AND RESTATED DECLARATION OF NORTHPOINT ESTATES CONDOMINIUMS

This amendment to the Amended and Restated Declaration of Northpoint Estates Condominiums is made on the date evidenced below by the Northpoint Estates Homeowners Association ("**Association**") by and through its Management Committee.

RECITALS

A. Certain real property in Salt Lake County, Utah, known as Northpoint Estates Condominiums was subjected to certain covenants, conditions and restrictions pursuant to a Declaration for Northpoint Estates Condominiums on May 6, 1980, which was later superseded and replaced by the Amended and Restated Declaration of Northpoint Estates Condominiums ("**Declaration**") recorded on January 18, 2000, as Entry No. 7555619 in the Recorder's Office for Salt Lake County, State of Utah;

B. Section 20, Subsection 20.1 of the Declaration provides that an "Owner of two or more adjacent Units ... shall have the right, upon approval of the Management Committee and the Mortgagees of said Units, ... to combine ... one or more adjoining Units or portions thereof and to alter or amend the Declaration and Map to reflect such combination...."

09-30-452-011-0000 09-30-452-010-0000
C. The Owner of Units 10H and 11H ("**Combined Unit Owner**"), adjoining Units, desires to combine such Units into one comprehensive Unit, to be designated as Unit 10P. The Management Committee has approved such combination subject to Section 20 of the Declaration, as evidenced by the countersignature of the Chairman hereto, which action was authorized by the Management Committee. As provided in Subsection 20.4, the "consent of other Unit Owners need not be obtained to make such amendments or alterations valid...."

D. Accordingly, the Combined Unit Owner hereby intends to amend the Declaration to reflect the changes occasioned by the combination of its Units, which include a change in the percentage of undivided interest in the Common Areas and facilities which are appurtenant to the Units involved in the alteration. No other alterations to the Declaration are hereby made or intended.

E. By hereby executing this Amendment, the Combined Unit Owner hereby represents and warrants that he has received approval of the Mortgagees for the affected Units and hereby promises to indemnify the Association and the Committee for any losses that may be incurred if such Mortgagee approval was not obtained.

F. As required in Subsection 20.2, all costs and expenses required in such amendments [to the Declaration and map] shall be borne by the Unit Owner desiring [to combine Units]. Accordingly, all costs of this amendment and the amendment to the Map have been borne by the Combined Unit Owner.

G. As required by Subsection 20.3, this Amendment has been approved, and in fact was drafted, by attorneys employed by the Management Committee. The cost of such review has been borne by the Combined Unit Owner.

H. Pursuant to Subsection 20.1, it has been represented the Management Committee by the Combined Unit Owner, and relied upon by the Management Committee with concurrence by its legal counsel, that all applicable zoning or other ordinances have been complied with is satisfaction of this Section.

NOW THEREFORE, pursuant to the terms of the Declaration, the Committee and the Combined Unit Owner, hereby execute this Amendment, to amend the Declaration as provided below. All of the terms and representations in the above Recitals are made a part of this Amendment and are incorporated herein by reference.

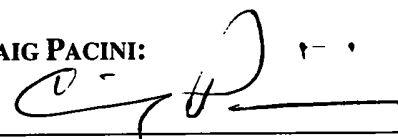
1. Units Combined. Unit 10H and Unit 11H are hereby and hereafter combined in their entirety, as reflected on the Amended Plat filed herewith, to form and constitute one Unit, which shall hereafter be designated solely as Unit 10P

2. Percentages of Undivided Interest in Common Areas and Facilities. The appurtenant percentage of undivided ownership interest of each Unit in and to the Common Areas and Facilities is 1/49 of the total with the exception that the appurtenant percentage of undivided ownership interest of the newly formed Unit 10P, as discussed above, is now 2/49 of the total.

3. Effect on Other Provisions of Declaration. Notwithstanding anything to the contrary contained in Sections 7, 21 and 25 of the Declaration, in order to effectuate Section 20 described herein, the Combined Unit Owner of Unit 10P 's ownership interest in the common areas and facilities shall be 2/49th's of the total undivided interests in the common areas and facilities for all purposes under the Declaration and said Combined Unit Owner's share of Common Expenses shall be 2/49th.

IN WITNESS WHEREOF, Northpoint Estates Homeowners Association and Craig Pacini have executed this Amendment to the Declaration on this 22nd day of October, 2013.

CRAIG PACINI:



Combined Unit Owner

STATE OF Utah)
County of Salt Lake) :SS

On the 22 day of October, 2013, personally appeared before me
Craig Pacini, known to me or satisfactorily proven to be the person whose name is subscribed to
the within instrument, and acknowledged that he executed the same for the purposes therein
contained.

Deborah L. Claus
Notary Public

NORTHPOINT ESTATES HOMEOWNERS ASSOCIATION:



Vernon R. Rice
Print Name: Vernon R. Rice
Its Chairman

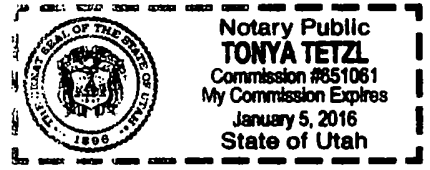
Maxine D. Johnson
Print Name: Maxine D. Johnson
Its Secretary

STATE OF UTAH)
County of Salt Lake) :SS

On the 24th day of October, 2013, personally appeared before me
Vernon R. Rice who, being first duly sworn, did that say that they are the
Chairman of the Association and that the foregoing instrument was signed in behalf of said
Association by authority of its Management Committee; and acknowledged said instrument to be
their voluntary act and deed.

Tonya Tetzl
Notary Public

STATE OF UTAH)
County of Salt Lake) :SS



On the 24th day of October, 2013, personally appeared before me
Maxine D. Johnson who, being first duly sworn, did that say that they are the
Secretary of the Association and that the foregoing instrument was signed in behalf of said
Association by authority of its Management Committee; and acknowledged said instrument to be
their voluntary act and deed.

Tonya Tetzl
Notary Public

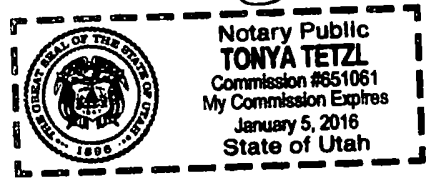


Exhibit A
Legal Description