

5/4

Danbury Lane Condo Ph 1 - 101 to 104 + 301 to 304 ^{common area} 03-124-0101 to 0104 + 0301 to 0305
 Danbury Lane Condo Ph 2 - 201 to 204 + 501 to 502 ^{common area} 03-125-0201 to 0204 + 0501 to 0503
 Danbury Lane Condo Ph 3 - 601 to 605 ^{common area} 03-128-0601 to 0606
 Danbury Lane Condo Ph 4 - 401 to 404 ^{common area} 03-131-0401 to 0405
 Danbury Lane Condo Ph 5 - 1001 to 1002 ^{common area} 03-132-1001 to 1003
 Danbury Lane Condo Ph 6 - 1101 to 1103 ^{common area} 03-133-1101 to 1104
 Danbury Lane Condo Ph 7 - 1201 to 1202 ^{common area} 03-134-1201 to 1203

RETURNED
 MAY 2 1995

NINTH AMENDMENT TO
 DECLARATION OF CONDOMINIUM OF
 DANBURY LANE CONDOMINIUM COMMUNITY

This Ninth AMENDMENT TO DECLARATION is made on the date set forth at the end hereof by the Danbury Lane Management Committee, a Utah association, as agent for all the owners of Danbury Lane Condominiums ("owners") and successor to H-Four Associates, a Utah partnership, which was successor to Prowswood Development, Inc, f/k/a Prowswood, Ltd., the original declarant under the Declaration (defined below), hereinafter called "Declarant" for itself, the owners, their successors, assigns and grantees, pursuant to the Condominium Ownership Act of the State of Utah.

Danbury Lane Condo Ph 8 - Units 701 to 702; 801 to 802; 901 to 902 ^{common area} 03-135-0701, 0702, 0801, 0802, 0901 to 0903
 Danbury Lane Condo Ph 9 units 1301, 1302, 1401, 1402, 1501, 1502 ^{common area} 03-140-1301, 1302, 1401, 1402, 1501 to 1503

RECITALS

A. On May 12, 1986, the original declarant executed a Declaration of Condominium of Danbury Lane Phase 1, an expandable Condominium Community (the "Declaration") as part of a plan for the Danbury Lane Condominium Project (the "Project") which Declaration was recorded in the office of the County Recorder of Davis County, State of Utah, on May 20, 1986, Book 1089, Pages 842 through 905. During the next four years the Project was expanded by Amendments 1 through 8 with the eighth amendment being filed December 19, 1990, Book 1387, Pages 397 through 405. All attendant documents and Record of Survey Maps for each of the amendments and phases were duly recorded and are on file in the office of the Davis County Recorder. The Declaration, amendments thereto and attendant Survey Maps as submitted, commit the following described real property situated in Davis County, being the sum total of the land embodied in the Project, to wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

- B. Declarant desires pursuant to Section 12, Management, subclause 12(a)(2) and Section 27, Amendment, to amend the Declaration to change the permitted use of the units in the Project.
- C. The Project consists of 42 units of which 29 have consented in writing to the change in permitted use.

NOW THEREFORE, for such purposes, Declarant hereby makes the following Amendment to Declaration:

E 1177312 B 1870 P 266
 CAROL DEAN PAGE, DAVIS CNTY RECORDER
 1995 MAY 2 1:09 PM FEE 59.00 DEP JS
 REC'D FOR TATHAM, TOM E.

Recorder's Memo,
 No Exhibit A was attached at
 time of recording

1. Definitions. Except as otherwise defined herein or as may be required by the context, all terms or expressions defined in the Declaration, shall have such defined meanings when used in this Amendment to Declaration.
2. Amendment to Permitted Use. The owners believe it to be in their collective best interest to permit renting or leasing of units in the Project only on a limited basis. This will generally enhance the care and upkeep of units and limited common areas and help maintain a higher property value. Therefore, it is necessary to modify various clauses in the Declaration to reflect this desire and belief.
3. Amendment to Section 7. Statement of Purpose and Restriction on Use. Subclause 7(b)(1) is amended by deleting the paragraph and replacing it with

"(1) Each of the Units shall be occupied by the Unit Owner, the Owner's spouse, or siblings, as a private residence and for no other purpose. The Management Committee will have the power and authority, after the written request of any Unit Owner, to hear and decide any special or unusual circumstance regarding renting or leasing of a unit. The management committee shall promptly act on any requested petition regarding renting or leasing and may allow renting or leasing subject to conditions or other requirements."
4. Amendment to Section 9. Ownership and Use. Subclause 9(b) is amended by deleting the third sentence of the paragraph and replacing it with

"Only after written authorization from the Management Committee, Unit Owners may lease or rent their units with their appurtenant rights subject to terms and conditions chosen by the Unit Owner and tenant and approved by the Management Committee. The rental or lease agreement shall be in writing and will expressly provide that it will be subject to the Act, this Declaration, the Bylaws, and all rules and regulations of the Association of Unit Owners and Management Committee."
5. Amendment to Section 15. Assessments. The third paragraph shall be deleted and replaced with

"If a Unit Owner fails to pay an Assessment of Common Expenses within thirty (30) days of the time it was due the Unit Owner, the Unit Owner's family, servants, guests or tenants (if allowed by the Management Committee) shall not be permitted to use common recreational facilities until the assessment (including late fees and special assessments) is/are paid in full."
6. Amendment to Section 19. Payment of Common Expenses. Subclause (f) is deleted and replaced with

"If an Owner shall at any time let or sublet his Unit after written approval from the Management Committee under Section 7(b)(1) above, and shall default for a period of one month in the payment of any assessments, the Management Committee may, at its option, so long as such default shall continue, demand and receive from any tenant or subtenant of the Owner occupying the Unit the rent due or becoming due and payment of such rent to the Management Committee shall be sufficient payment and discharge of such tenant or subtenant and the Owner to the extent of the amount so paid."

7. Amendment to Section 22. Maintenance. In subclause (a) the second sentence is deleted and replaced with

"Except to the extent that the Association is protected by insurance against such injury, the Unit Owner shall repair all injury or damages to the Unit or building or buildings caused by the act, negligence or carelessness of the Unit Owner or that of any occupant, or any member of the Unit Owner's family or of the family of any occupant and all such repairs, redecorating and painting shall be of a quality and kind equal to the original work as determined and approved in writing by the Management Committee."

8. Amendment to Section 25. Obligation to Comply with Declaration, Bylaws, Articles, Rules and Regulations. The first sentence is deleted and replaced with

"Each Unit Owner or occupant of a Unit shall comply with the provisions of the Act, this Declaration, the Bylaws, and the rules and regulations, all agreements and determinations lawfully made and/or entered into by the Management Committee or the Unit Owners, when acting in accordance with their authority, and any failure to comply with any of the provisions thereof shall be grounds for an action by the Management Committee or other aggrieved party for injunctive relief or to recover any loss or damage resulting therefrom."

9. Amendment to Section 34. Lease of Units. The first sentence of the section is deleted and replaced with

"No Unit Owner shall be permitted to lease his unit except after written approval of the Management Committee pursuant to Section 7(b)(1)."

The fourth sentence is deleted which reads "Other than the foregoing, there shall be no restriction on the right of any Unit Owner to lease his Unit."

10. No Other Amendment. Except as otherwise amended herein no other changes or amendments are made to the Declaration.

- 11. Certification of Management Committee Officer. As required by Section 27. Amendment, the Committee hereby certifies that the requisite number of Unit Owners consented in writing, in lieu of voting, to this Amendment to Declaration.
- 12. Effective Date. This Amendment to Declaration shall be effective upon recording in the Davis County Recorder's office.

IN WITNESS WHEREOF, the Declarant has executed this Ninth Amendment to Declaration, this 30 day of MARCH 1995.

THE DANBURY LANE MANAGEMENT COMMITTEE

[Signature]
Ann R. Center

[Signature]
Robert B. Owen

[Signature]
Ann R. Center

[Signature]
Marley F. Green

[Signature]
Vivian E. Stapley

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

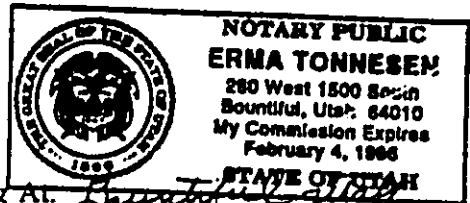
On the 30 day of March 1995, personally appeared before me, Tom Tatham, ANN R. CENTER, VIVIAN E. STAPLEY, ROBERT B. OWEN, and MARLEY F. GREEN being all the committee member of the Danbury Lane Management Committee and the signers of the above document, who duly acknowledged to me that they each executed the same.

[Signature]
Erma Tonnesen

Notary Public

My Commission Expires: 4/96

{Seal}



Residing At. Beautiful Utah