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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
JAMES R. BLAKESLEY
2595 E 3300 S
SALT LAKE CITY UT 84109
BY: TRP, DEPUTY - WI 6 P.

WHEN RECORDED RETURN TO:

James R. Blakesley #0364
Attorney at Law
2595 East 3300 South
Salt Lake City, UT 84109
Phone: (801) 485-1555
Fax: (801) 990-1059
jim@blakesleylaw.com

**AMENDMENT TO JAMESTOWN VILLA CONDOMINIUMS
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amendment to Jamestown Villa Condominium Declaration of Covenants, Conditions and Restrictions is made and executed by Jamestown Villa Condominium Homeowners Association, Inc., of 2102 East 3900 South, #300, Holladay, Utah 84124 (the "Declarant").

RECITALS

A. The Jamestown Villa Condominium Declaration of Covenants, Conditions and Restrictions was recorded in the office of the County Recorder of Salt Lake County, Utah on November 4, 1997 as Entry No. 6781031 in Book 7799 at Pages 34-73 of the official records (the "Declaration").

B. The Declarant is the managing agent for the owners of the real property located in Salt Lake County, Utah, described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference (the "Property").

C. The Property is subject to the Declaration.

D. All of the voting requirements to amend the Declaration have been satisfied.

AMENDMENT

NOW, THEREFORE, for the reasons recited above and for the benefit of the Property and the owners thereof, the Declarant hereby executes this Jamestown Villa Condominium Declaration of Covenants, Conditions and Restrictions pursuant to Article 14 of the Declaration.

1. Section 12 of the Declaration is hereby amended to add the following subsection:

(d) **Reinvestment Fee Covenant.** The Buyer of a Unit at Jamestown Villa Condominium shall be required to pay to the Jamestown Villa Condominium Homeowners Association (the "Association") at the time of closing or settlement of the purchase of his or her Unit a reinvestment fee in an amount equal to 0.5% of the value of the Unit at the time of closing (the "Reinvestment Fee"). This Reinvestment Fee Covenant is intended to run with the land and to bind successors in

interest and assigns thereof. The Reinvestment Fee Covenant may not be enforced upon:

- (1) An involuntary transfer;
- (2) A transfer that results from a court order;
- (3) A bona fide transfer to a family member of the Seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity;
- (4) A transfer or change of interest due to death, whether provided in a Will, Trust, or Decree of Distribution; or
- (5) The transfer of a Unit by a financial institution except to the extent that the Reinvestment Fee Covenant requires the payment of the Association's costs directly related to the transfer of the Unit, not to exceed \$250.00 as that amount may be amended by statute from time to time.

2. The assignment of parking spaces appurtenant to each Unit, which are Limited Common Area, for the exclusive use of each said Unit, is hereby modified as set forth in Exhibit "B" attached hereto and incorporated herein by this reference.

3. In the event of any conflict, incongruity or inconsistency between the provisions of the Declaration and this Amendment, the latter shall in all respects govern and control.

4. If any provision hereof is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. This Amendment will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions of this Amendment will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Amendment. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there will be added automatically, as a part of this Amendment, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

5. This amendment is supplemental to the Declaration which is by reference made a part hereof as though the language thereof was expressly rewritten, incorporated, and included herein.

6. The effective date of this Amendment is the date it is recorded in the office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, the Association has executed this instrument the 31 day of March, 2014.

JAMESTOWN VILLA CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.

By: Matthew Dean
Name: MATTHEW DEAN
Title: President

ACKNOWLEDGMENT

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

On the 31 day of March, 2014, personally appeared before me MATTHEW DEAN, who by me being duly sworn, did say that s/he is the President of the JAMESTOWN VILLA CONDOMINIUM HOMEOWNERS ASSOCIATION, and that the within and foregoing instrument was signed in behalf of said Association by authority of its Declaration of Covenants, Conditions and Restrictions or Articles of Incorporation or a Resolution of its Board of Directors, and said Matthew Dean duly acknowledged to me that said Association executed the same.

Richard M. Benton
NOTARY PUBLIC

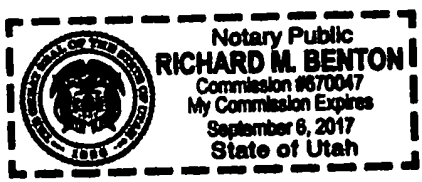


EXHIBIT "A"

LEGAL DESCRIPTION

The Property described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

Block / Building	Type	Lot / Quarter	Parcel Number	Obsolete?
	U	1	22-08:238-001-0000	N
	U	2	22-08-238-002-0000	N
	U	3	22-08:238-003-0000	N
	U	4	22-08-238-004-0000	N
	U	5	22-08:238-005-0000	N
	U	6	22-08-238-006-0000	N
	U	7	22-08:238-007-0000	N
	U	8	22-08-238-008-0000	N
	U	9	22-08:238-009-0000	N
	U	10	22-08-238-010-0000	N
	U	11	22-08:238-011-0000	N
	U	12	22-08-238-012-0000	N
	U	AREA	22-08-238-013-0000	N

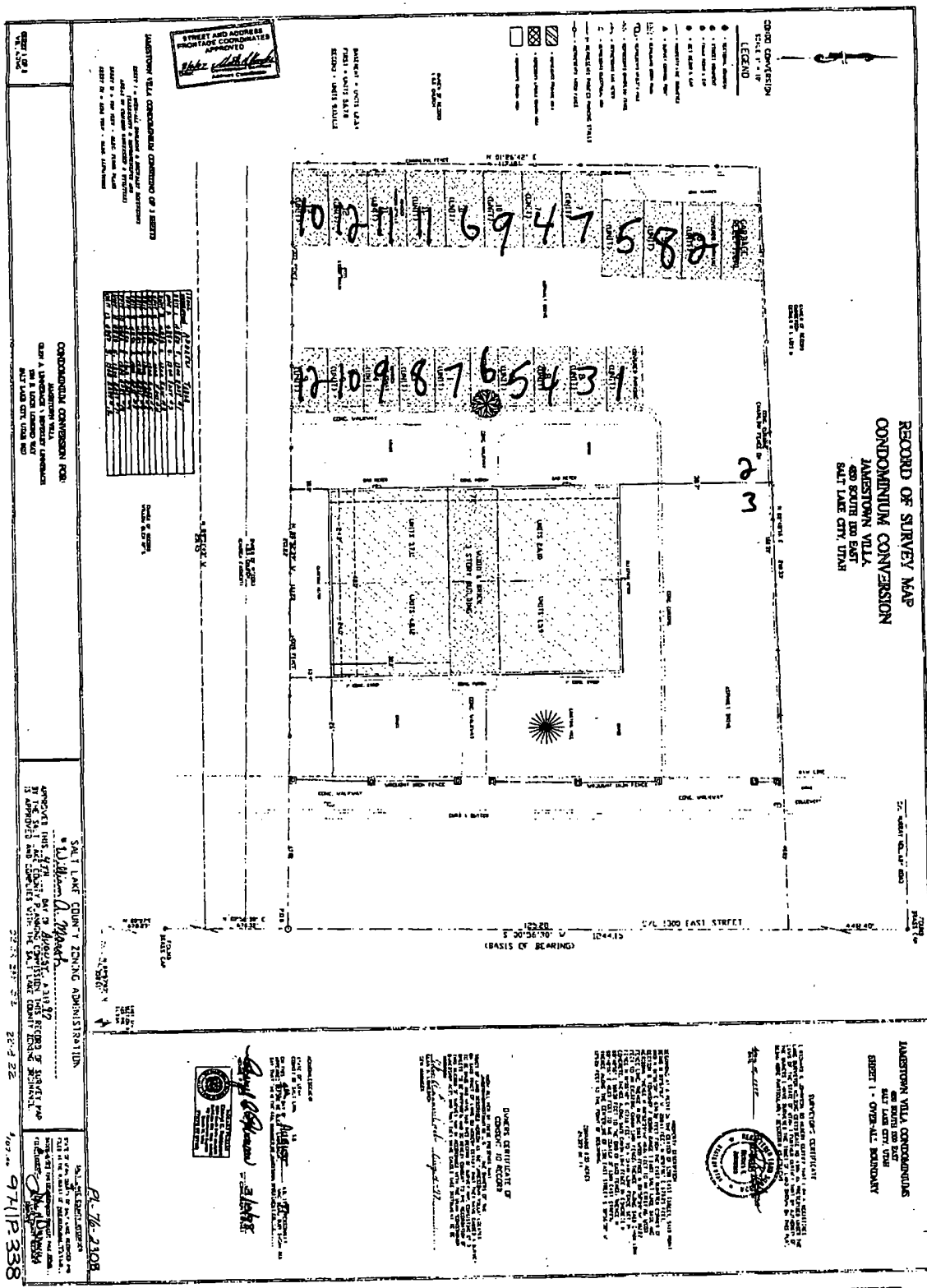


Exhibit "B"
 1-17-14 PARKING Change